# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# DECEMBER 1ST, 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 – 13 )

5. Discuss and consider approving a line item transfer for Non-Departmental

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| From | 0100-0409-004100 | Non Dept/Prof Svcs | $12,283.55 | |
| To | 0100-0409-003312 | Non Dept/Justice Benefits | $12,283.55 | |

6. Discuss and consider approving a line item transfer for Veteran Svcs

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| From | 0100-0409-004419 | Non Dept/Prop Ins | $193.95 | |
| To | 0100-0405-004414 | Veteran Svcs/Veh Ins | $193.95 | |

7. Discuss and consider approving a line item transfer for the Jail:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| From | 0100 0570 003002 | Vehicle Equipment | $4428 | |
| To | 0100 0570 005700 | Vehicles | $4428 | |

8. Discuss and take appropriate action regarding the Agreement for 2009/2010 between Williamson County and ESD #6, Weir.

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

10. Discuss and consider a cash deposit of $10.00 to be held in the new checking account to administer the new EMS collections process.

11. Consider approving the Treasurer's Report on the Williamson County Finances for October 2009.

12. Discuss and consider final plat approval for the revised final plat of Corn Hill Commercial, Phase 1, Pct. 3.

13. Discuss and consider final plat approval of Estates of Walburg Subdivision, Pct. 4.

## REGULAR AGENDA

14. Recognition of Williamson County EMS New Members successful completion of training academy.

15. Recognition of Cathy Atkinson receiving Certificate of Achievement as County Investment Officer from Texas Association of Counties.

16. Hear presentation on status of EPA Ambient Air Quality Standards and effects to Williamson County transportation planning and adaptations.

17. Discuss and take appropriate action on road bond program.

18. Discuss and consider approving URS Corporation Supplemental #3 to their Pond Springs Professional Service Agreement (PSA) to allow for Supplemental #4 to Work Authorization #5.

19. Discuss and consider approving Dannenbaum Engineering Company Supplemental #2 to their US 183 (Riva Ridge to SH 29) Pass Through Finance Program Professional Service Agreement (PSA) to allow for Work Authorization #4.

20. Discuss and consider approving Baker-Aicklen & Associates, Inc. Professional Service Agreement (PSA) for the CR 170 project.

21. Discuss and consider approving Pape-Dawson Engineers, Inc. Professional Service Agreement (PSA) for the 2006 Road Bond Program to allow for Work Authorization #1 for the Hero Way (US 183 to CR 269) project.

22. Discuss and consider approval of closure and detour plan for Brushy Creek Road, Pcts. 1, 2, and 3.

23. Consider authorizing County Judge to execute a Possession and Use Agreement with Champion, Mason's and the Craven's regarding ROW on US 183.

24. Consider authorizing the County Judge to execute a real estate contract with Gertrude Anderson for ROW needed on CR 104.

25. Consider authorizing the County Judge to execute a real estate contract with Blue Haven Partners for ROW needed on RM 2338 Phase 2. (Parcel 7)

26. Consider authorizing the County Judge to execute a real estate contract with C. Dudley and Sharon Harvey for ROW needed on US 183 Extension. (Parcel 28)

27. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

28. Discuss and consider approval of the 2008 CDBG Consolidated Annual Performance and Evaluation Report (CAPER).

29. Discuss and take appropriate action regarding nomination of candidates for Williamson Central Appraisal District Board of Directors.

30. Discuss and take action on Bluebonnet Trails MHMR Interlocal Cooperation Agreement for screening and counseling services provided to Academy and Detention youth.

31. Discuss and take action on Shoal Creek Counseling Interlocal Cooperation Agreement for counseling and psycho-educational services for probation youth.

32. Discuss and take action on Drug and Alcohol Prevention Counseling Services to provide Parent Enrichment Group Series to court ordered probation youth, caregivers and parents.

33. Discuss and take action on Psychological Services to include evaluations and case consultations regarding mental health of probation youth

34. Discuss and take action on Central Texas Counseling to provide sex offender counseling, assessment, and treatment programs to court ordered probation youth.

35. Discuss and take action on Pegasus Schools, Inc. Interlocal Cooperation Agreement for out of county residential services.

36. Discuss and take action on Granbury Regional Juvenile Justice Center Interlocal Cooperation Agreement for out of county residential services.

37. Discuss and take action on Pathways 3H Wilderness Program Interlocal Cooperation Agreement for out of county residential services.

38. Discuss and take action on Rockdale Regional Juvenile Justice Center Interlocal Cooperation Agreement for out of county residential youth.

39. Discuss and take action on Grayson County Interlocal Cooperation Agreement for out of county residential services.

40. Discuss and take action on Cornell Corrections of Texas, Inc. Interlocal Cooperation Agreement operating as Hector Garcia Center for out of county residential services.

41. Consider approving contracts to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center and adults on probation with Williamson County.

42. Discuss and take action on granting an extension of primary care payments at the Medicaid Encounter Rate to Lone Star Circle of Care through December 2009 while a proposal is formalized for pharmacy services to WilCo Care.

43. Discuss and consider approving Free-Roaming Spay/Neuter Grant Agreement between PetSmart Charities and Williamson County Regional Animal Shelter.

44. Discuss and take possible action on process for redistricting commissioner, justice of the peace and constable precincts as a result of the 2010 census.

45. Discuss and take appropriate action on Abatement Policy for Williamson County.

46. Discuss and take appropriate action on the Williamson County appointment to the Cap Metro Board of Directors.

48. Discuss and take appropriate action regarding matters concerning personnel in the matter of reorganization of the Human Resources Department.

49. Consider awarding bids received for Bid # 10WC805, US 183 at FM 3405 Intersection Improvements, to the lowest and best bidder meeting specifications- Aaron Concrete Contractors, Inc.

50. Consider authorizing advertising and setting date of December 30, 2009 at 2:00pm in the Purchasing Department to receive proposals for Installation of Fiber Optic Cable to Close Network Loop, Proposal # 10WCP901.

51. Consider authorizing advertising and setting date of December 22, 2009 at 2:00pm in the Purchasing Department to receive bids for Aggregate for the Unified Road and Bridge Department.

52. Consider awarding bids received for Bid # 10WC804, Demolition of Metal Building at Intersection of CR 101 and US 79, to the lowest and best bidder meeting specifications- Sierra Contracting Corporation.

53. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for JP#1

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| | 0100-0451-004430 | JP#1 / Utilties | $2,700 | |

54. Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| | 0100-0000-362021 | Court Transaction Fee | $2,700 | |

## EXECUTIVE SESSION

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

55. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for CR 104 project.

e) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

56. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Litigation or claims or potential litigation or claims against the County or by the County

(discussion and possible action)

a) Georgetown Housing Authority – County Claim for repayment of CDBG Funds; possible agreement on repayment

b) Green Haven Plat issues – including possible Development Agreement

c) Bid No. 09WC722, F.T. Woods Construction Services, Williams Drive, Phase II

57. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)

1) Discuss and take appropriate action regarding personnel issues as related to reorganization of HR Department / Evaluation of individual personnel

2) Discuss and take appropriate action regarding hiring of Director for Veteran Services Department.

3) Discuss and take appropriate action regarding possible reorganization of county departments which are not under the direction of Elected Officials (as relates to evaluation or appointment of individual personnel)

58. Discuss and take appropriate action on real estate.

59. Discuss and take appropriate action on pending or contemplated litigation.

60. Discuss and take appropriate action on personnel issues.

61. Discuss and take appropriate action regarding possible reorganization of county departments which are not under the direction of Elected Officials.

62. Discuss and take appropriate action regarding personnel issues as related to reorganization of HR Department.

63. Discuss and take appropriate action regarding hiring of Director for Veteran Services Department.

64. 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: | 12/01/2009 |
| Submitted By: | Ashlie Koenig, County Judge |
| Department: | County Judge |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and consider approving a line item transfer for Non-Departmental

Background

Estimates for the Justice Benefits line item come from the Auditor's office and are based on the amount of the award which was $146,743 in 2008. The 2009 award was $240,539 and the expense to prepare the claim/calculation is a percentage of this award amount. Because the award amount has gone up substantially, the expense to prepare the report has as well. This transfer will cover that expense.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| From | 0100-0409-004100 | Non Dept/Prof Svcs | $12,283.55 | |
| To | 0100-0409-003312 | Non Dept/Justice Benefits | $12,283.55 | |

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Ashlie Koenig | Started On: 11/18/2009 02:51 PM |
| Final Approval Date: 11/24/2009 | |

Line Item Transfer

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Ashlie Koenig, County Judge |
| Department: | County Judge |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and consider approving a line item transfer for Veteran Svcs

Background

In FY 09 the take home/vehicle assigned to the Director of Veteran Svcs (who has since retired) was returned to Fleet and parked at the InnerLoop. All vehicle funding, to include vehicle insurance, was eliminated from the Veteran Svcs budget and the vehicle was to go to auction. It was determined today that an asset transfer form was never completed and the vehicle has been parked at the InnerLoop. Insurance will need to be paid until the vehicle is auctioned off. This line item transfer will cover the insurance cost for the year.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| From | 0100-0409-004419 | Non Dept/Prop Ins | $193.95 | |
| To | 0100-0405-004414 | Veteran Svcs/Veh Ins | $193.95 | |

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Ashlie Koenig | Started On: 11/20/2009 03:07 PM |
| Final Approval Date: 11/24/2009 | |

Line Item Transfer for County Jail
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Deborah Wolf, Sheriff |
| Department: | Sheriff |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and consider approving a line item transfer for the Jail:

Background

To move money budgeted in vehicle equipment to vehicles to properly account for new purchases.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| From | 0100 0570 003002 | Vehicle Equipment | $4428 | |
| To | 0100 0570 005700 | Vehicles | $4428 | |

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Deborah Wolf | Started On: 11/19/2009 11:20 AM |
| Final Approval Date: 11/24/2009 | |

Agreement between ESD #6, Weir and Williamson County 2009/2010

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Peggy Vasquez, County Judge |
| Department: | County Judge |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take appropriate action regarding the Agreement for 2009/2010 between Williamson County and ESD #6, Weir.

Background

Fiscal Impact

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

Attachments

Link: ESD #6 Weir Agreement 2009/2010

Link: ESD #6 Weir Accounting

Form Routing/Status

| | |
|---|---|
| Form Started By: Peggy Vasquez | Started On: 11/13/2009 04:24 PM |
| Final Approval Date: 11/24/2009 | |

**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 #6** 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 **$19,000.00** 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, 2010. 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 2010.

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 15 day of October, 2009

**Williamson County ESD #6**

By: Lisa S. McBride

Printed Name: LISA S. McBRIDE

Title: PRESIDENT

**Williamson County, Texas**

By: _____

Dan A. Gattis,
Williamson County Judge



# *WEIR*

## VOLUNTEER FIRE DEPT.
## 450 FM 1105
## PO BOX 266
## WEIR, TEXAS 78674-0226



Williamson County
Office of the County Judge
Ms Peggy Vasquez

Ms. Vasquez,

The nine page document attached is the annual financial report for the Weir Volunteer Fire Department. Weir VFD is supported by ESD#6. If you have any questions, please call me at 863-6105 or you may E-Mail me at donrich@ecpi.com.

Thank you
Don Richmond
Treasurer
WVFD

# Register Report - 2009

10/1/2008 through 9/30/2009



| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| **INCOME** | | | | | | | | **160,180.64** |
| **DONATION** | | | | | | | | **4,300.00** |
| 12/19/2008 | WEIR V.F.D ... | | | TEXAS CO... | DONATION | | R | 200.00 |
| 1/30/2009 | WEIR V.F.D ... | | | | DONATION | | R | 300.00 |
| 2/21/2009 | WEIR V.F.D ... | | | PEDRAZA | DONATION | | R | 100.00 |
| 3/20/2009 | WEIR V.F.D ... | | | pec,hh,nat... | DONATION | | R | 1,950.00 |
| 4/6/2009 | WEIR V.F.D ... | | | VARBEL | DONATION | | R | 100.00 |
| 4/20/2009 | WEIR V.F.D ... | | | BBQ | DONATION | | R | 1,250.00 |
| 5/4/2009 | WEIR V.F.D ... | | | HUTTO | DONATION | | R | 50.00 |
| 6/29/2009 | WEIR V.F.D ... | | | BARTLETT... | DONATION | | R | 200.00 |
| 7/27/2009 | WEIR V.F.D ... | | | | DONATION | | R | 150.00 |
| **ESD INCOME** | | | | | | | | **147,470.00** |
| 1/16/2009 | WEIR V.F.D ... | | | INIATIAL 2... | ESD INCOME | | R | 30,000.00 |
| 2/21/2009 | WEIR V.F.D ... | | | 2nd ALLOT... | ESD INCOME | | R | 35,000.00 |
| 5/23/2009 | WEIR V.F.D ... | | | 3rd esd PA... | ESD INCOME | | R | 50,000.00 |
| 9/18/2009 | WEIR V.F.D ... | S | | | ESD INCOME | | R | 32,470.00 |
| **FUNDRAISER** | | | | | | | | **3,331.94** |
| 4/20/2009 | WEIR V.F.D ... | | | BBQ | FUNDRAISER | | R | 3,251.94 |
| 5/1/2009 | WEIR V.F.D ... | | | BRISKET S... | FUNDRAISER | | R | 80.00 |
| **GEORGETOWN EQUINE** | | | | | | | | **50.00** |
| 9/18/2009 | WEIR V.F.D ... | S | | | GEORGETO... | | R | 50.00 |
| **GRANT** | | | | | | | | **4,701.00** |
| 2/17/2009 | WEIR V.F.D ... | | | TFS INSUR... | GRANT | | R | 1,786.00 |
| 3/13/2009 | WEIR V.F.D ... | | | WCFCA S... | GRANT | | R | 1,000.00 |
| 4/13/2009 | WEIR V.F.D ... | | | CAFS & Ch... | GRANT | | R | 1,425.00 |
| 6/29/2009 | WEIR V.F.D ... | | | TFS CHAL... | GRANT | | R | 490.00 |
| **Re-imburse** | | | | | | | | **227.70** |
| 5/4/2009 | WEIR V.F.D ... | | | CHECK 3577 | Re-imburse | IRON... | R | 227.70 |
| **ST. PETER CHURCH** | | | | | | | | **100.00** |
| 9/18/2009 | WEIR V.F.D ... | S | | | ST. PETER ... | | R | 100.00 |
| **EXPENSES** | | | | | | | | **-149,990.31** |
| **Uncategorized** | | | | | | | | **0.00** |
| 12/9/2008 | WEIR V.F.D ... | 3480 | VOID | | | | R | 0.00 |
| **anniversary dinner** | | | | | | | | **-633.80** |
| 10/4/2008 | WEIR V.F.D ... | 3446 | DANEK CAT... | DEPT. BIR... | anniversary ... | | R | -530.25 |
| 11/3/2008 | WEIR V.F.D ... | 3464 | ...CapITAL-ONE | ice cream &... | anniversary ... | WALM... | R | -53.75 |
| | | | | ingredients ... | anniversary ... | WALM... | R | -11.71 |
| 12/18/2008 | WEIR V.F.D ... | 3489 | ...CapITAL-ONE | anniversary... | anniversary ... | WEIR ... | R | -38.09 |
| **Bank Chrg** | | | | | | | | **-57.43** |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | LATE FEE | Bank Chrg | WEIR ... | R | -50.92 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | | Bank Chrg | WEIR ... | R | -6.51 |
| **BUILDING** | | | | | | | | **-17,911.32** |
| 10/8/2008 | WEIR V.F.D ... | 3449 | ...CAPITAL-ONE | | BUILDING | THE F... | R | -75.50 |
| | | | | | BUILDING | THE F... | R | -47.85 |
| 10/31/2008 | WEIR V.F.D ... | 3462 | SmITH HEA... | SLEEP AR... | BUILDING | | R | -4,761.48 |
| 11/3/2008 | WEIR V.F.D ... | 3464 | ...CapITAL-ONE | floor cleane... | BUILDING | WALM... | R | -61.55 |
| | | | | weed eater ... | BUILDING | WALM... | R | -30.68 |
| | | | | door mats ... | BUILDING | WALM... | R | -43.17 |
| | | | | rental carpe... | BUILDING | WALM... | R | -39.66 |
| 12/18/2008 | WEIR V.F.D ... | 3489 | ...CapITAL-ONE | | BUILDING | WEIR ... | R | -18.88 |
| 1/5/2009 | WEIR V.F.D ... | 3500 | ...CapITAL-ONE | | BUILDING | TEXA... | R | -39.20 |

| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| | | | | | BUILDING | TEXA... | R | -33.97 |
| | | | | | BUILDING | TEXA... | R | -10.36 |
| | | | | | BUILDING | TEXA... | R | -13.26 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | HARDWARE | BUILDING | WALM... | R | -4.21 |
| | | | | WATER | BUILDING | WALM... | R | -31.92 |
| 2/20/2009 | WEIR V.F.D ... | 3530 | SMITH HEA... | SLEEP AR... | BUILDING | | R | -216.50 |
| 3/4/2009 | WEIR V.F.D ... | 3542 | ...CAPITAL-ONE | INDOOR F... | BUILDING | HOME... | R | -395.00 |
| | | | | | BUILDING | HOME... | R | -47.19 |
| | | | | | BUILDING | HOME... | R | -45.88 |
| | | | | | BUILDING | HOME... | R | -32.89 |
| | | | | | BUILDING | HOME... | R | -61.80 |
| | | | | | BUILDING | HOME... | R | -11.88 |
| | | | | FLAG | BUILDING | HOME... | R | -69.90 |
| 4/1/2009 | WEIR V.F.D ... | 3563 | ...CAPITAL-ONE | shore line c... | BUILDING | WALM... | R | -30.42 |
| 4/4/2009 | WEIR V.F.D ... | 3564 | JONAH'S TR... | addition ex... | BUILDING | | R | -918.75 |
| 4/7/2009 | WEIR V.F.D ... | 3566 | AZTECA TR... | BASE MAT... | BUILDING | | R | -80.00 |
| 4/9/2009 | WEIR V.F.D ... | 3567 | AZTECA TR... | BASE MAT... | BUILDING | | R | -80.00 |
| 4/22/2009 | WEIR V.F.D ... | 3577 | | concrete | BUILDING | | R | -2,987.70 |
| 4/22/2009 | WEIR V.F.D ... | 3580 | DANEK HAR... | STEEL | BUILDING | | R | -960.25 |
| 4/22/2009 | WEIR V.F.D ... | 3581 | JOSE VILLA... | LABOR CO... | BUILDING | | R | -1,872.00 |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | | BUILDING | TEXA... | R | -18.47 |
| | | | | | BUILDING | TEXA... | R | -80.78 |
| | | | | | BUILDING | TEXA... | R | -11.43 |
| | | | | | BUILDING | TEXA... | R | -23.12 |
| 6/19/2009 | WEIR V.F.D ... | 3602 | STEVEN'S P... | CHIP SEAL... | BUILDING | | R | -3,800.00 |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | | BUILDING | WEIR ... | R | -4.03 |
| | | | | | BUILDING | WEIR ... | R | -6.98 |
| 7/10/2009 | WEIR V.F.D ... | 3612 | CAROL FRY... | CLOTHES ... | BUILDING | | R | -554.46 |
| 8/11/2009 | WEIR V.F.D ... | 3624 | TERMITE S... | PEST CON... | BUILDING | | R | -165.00 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | BATHROO... | BUILDING | PRICE... | R | -49.97 |
| | | | | | BUILDING | PRICE... | R | -31.04 |
| | | | | | BUILDING | PRICE... | R | -43.88 |
| | | | | | BUILDING | PRICE... | R | -55.62 |
| | | | | | BUILDING | PRICE... | R | -44.69 |
| **CHRISTMAS PARTY** | | | | | | | | **-433.30** |
| 1/5/2009 | WEIR V.F.D ... | 3500 | ...CapITAL-ONE | dinner bill | CHRISTMAS... | TEXA... | R | -433.30 |
| **COMMUNICATION** | | | | | | | | **-6,459.74** |
| 10/4/2008 | WEIR V.F.D ... | 3447 | **VOID**DO... | RADIO BA... | COMMUNIC... | | R | 0.00 |
| 10/17/2008 | WEIR V.F.D ... | 3452 | WILCO AUD... | RADIO SY... | COMMUNIC... | | R | -787.50 |
| 10/21/2008 | WEIR V.F.D ... | 3456 | DOUG HOG... | RADIO BA... | COMMUNIC... | | R | -297.31 |
| 11/1/2008 | WEIR V.F.D ... | 3463 | Rosebud Ad... | volunteers ... | COMMUNIC... | | R | -40.00 |
| 11/3/2008 | WEIR V.F.D ... | 3464 | ...CapITAL-ONE | pager repair | COMMUNIC... | WALM... | R | -7.13 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | BATTERY | COMMUNIC... | WALM... | R | -46.49 |
| 2/13/2009 | WEIR V.F.D ... | 3523 | WILLIAMSO... | 1ST QUAR... | COMMUNIC... | | R | -945.00 |
| 3/2/2009 | WEIR V.F.D ... | 3534 | MIDLAND T... | 5 USED PA... | COMMUNIC... | | R | -1,185.00 |
| 3/13/2009 | WEIR V.F.D ... | 3549 | d & L Printing | POSTERS | COMMUNIC... | | R | -29.81 |
| 4/17/2009 | WEIR V.F.D ... | 3574 | MOTOROLA | SOFTWARE | COMMUNIC... | | R | -225.00 |
| 4/20/2009 | WEIR V.F.D ... | 3576 | WILLIAMSO... | 2nd QUAR... | COMMUNIC... | | R | -945.00 |
| 5/28/2009 | WEIR V.F.D ... | 3594 | VOID CHE... | | COMMUNIC... | | | 0.00 |
| 7/18/2009 | WEIR V.F.D ... | 3616 | WILLIAMSO... | 3rd QUART... | COMMUNIC... | | R | -945.00 |
| 8/11/2009 | WEIR V.F.D ... | 3623 | MIDLAND T... | PAGER RT... | COMMUNIC... | | R | -91.20 |
| 8/15/2009 | WEIR V.F.D ... | 3629 | FIRE PROG... | maintenanc... | COMMUNIC... | | R | -655.00 |

10/1/2008 through 9/30/2009

| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| 8/27/2009 | WEIR V.F.D ... | 3630 | D & L Printing | POSTERS | COMMUNIC... | | R | -17.31 |
| 8/28/2009 | WEIR V.F.D ... | 3634 | MIDLAND T... | PAGER RE... | COMMUNIC... | | R | -143.00 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | ROUTER | COMMUNIC... | PRICE... | R | -99.99 |
| **ENTERTAINMENT** | | | | | | | | **-103.73** |
| 7/6/2009 | WEIR V.F.D ... | 3611 | CAROL FRY... | SPRING S... | ENTERTAIN... | | R | -103.73 |
| **EQUIPMENT MAINTENANCE** | | | | | | | | **-500.00** |
| 9/4/2009 | WEIR V.F.D ... | 3638 | PERKINS E... | SERVICE ... | EQUIPMEN... | | R | -500.00 |
| **FIRE CHIEF'S DINNER** | | | | | | | | **-412.20** |
| 2/11/2009 | WEIR V.F.D ... | 3521 | DANEK CAT... | FIRE CHIE... | FIRE CHIEF'... | | R | -385.00 |
| 2/11/2009 | WEIR V.F.D ... | 3522 | CAROL FRY... | CHIEFS D... | FIRE CHIEF'... | | R | -27.20 |
| **Fuel** | | | | | | | | **-6,006.94** |
| 10/8/2008 | WEIR V.F.D ... | 3449 | ...CAPITAL-ONE | | Fuel | WALM... | R | -29.52 |
| | | | | | Fuel | WALM... | R | -50.01 |
| 10/17/2008 | WEIR V.F.D ... | 3453 | VALero Mark... | shamrock g... | Fuel | | R | -487.43 |
| 11/3/2008 | WEIR V.F.D ... | 3464 | ...CapITAL-ONE | | Fuel | WALM... | R | -50.00 |
| 11/14/2008 | WEIR V.F.D ... | 3469 | vALero Mark... | shamrock g... | Fuel | | R | -340.26 |
| 12/15/2008 | WEIR V.F.D ... | 3484 | VALERO Ma... | shamrock g... | Fuel | | R | -265.59 |
| 12/18/2008 | WEIR V.F.D ... | 3489 | ...CapITAL-ONE | | Fuel | WEIR ... | R | -44.70 |
| 1/5/2009 | WEIR V.F.D ... | 3500 | ...CapITAL-ONE | | Fuel | TEXA... | R | -48.87 |
| 1/19/2009 | WEIR V.F.D ... | 3507 | VALERO Ma... | shamrock g... | Fuel | | R | -468.95 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | CHIEF | Fuel | WALM... | R | -39.08 |
| | | | | SQUAD 2 | Fuel | WALM... | R | -26.67 |
| 2/14/2009 | WEIR V.F.D ... | 3526 | VALERO Ma... | shamrock g... | Fuel | | R | -502.93 |
| 3/2/2009 | WEIR V.F.D ... | 3541 | FRANCES R... | FUEL AT B... | Fuel | | R | -37.75 |
| 3/4/2009 | WEIR V.F.D ... | 3542 | ...CAPITAL-ONE | | Fuel | HOME... | R | -46.10 |
| | | | | | Fuel | HOME... | R | -11.69 |
| | | | | | Fuel | HOME... | R | -48.40 |
| 3/13/2009 | WEIR V.F.D ... | 3548 | VaLERO Ma... | shamrock g... | Fuel | | R | -315.15 |
| 4/17/2009 | WEIR V.F.D ... | 3573 | VALERO Ma... | shamrock g... | Fuel | | R | -319.72 |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | | Fuel | TEXA... | R | -42.20 |
| 5/14/2009 | WEIR V.F.D ... | 3592 | VALERO Ma... | | Fuel | | R | -485.69 |
| 6/13/2009 | WEIR V.F.D ... | 3601 | VALERO Ma... | | Fuel | | R | -185.34 |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | E2 TRAVE... | Fuel | WEIR ... | R | -60.02 |
| | | | | E2 TRAVE... | Fuel | WEIR ... | R | -47.00 |
| | | | | | Fuel | WEIR ... | R | -42.00 |
| | | | | | Fuel | WEIR ... | R | -60.00 |
| | | | | | Fuel | WEIR ... | R | -55.01 |
| 7/16/2009 | WEIR V.F.D ... | 3615 | VALERO Ma... | | Fuel | | R | -572.24 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | E2 TRAVE... | Fuel | WEIR ... | R | -159.02 |
| | | | | CHIEF | Fuel | WEIR ... | R | -65.40 |
| 8/15/2009 | WEIR V.F.D ... | 3626 | VALERO Ma... | | Fuel | | R | -606.60 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | CHIEF | Fuel | PRICE... | R | -61.69 |
| 9/17/2009 | WEIR V.F.D ... | 3646 | VALERO Ma... | | Fuel | | R | -431.91 |
| **FUND RAISER** | | | | | | | | **-2,577.09** |
| 4/14/2009 | WEIR V.F.D ... | 3570 | MEYERS SA... | SAUSAGE | FUND RAIS... | | R | -239.25 |
| 4/17/2009 | WEIR V.F.D ... | 3571 | CASH | START UP ... | FUND RAIS... | | R | -300.00 |
| 4/17/2009 | WEIR V.F.D ... | 3572 | BEN E KEITH | food stuffs | FUND RAIS... | | R | -861.63 |
| 4/20/2009 | WEIR V.F.D ... | 3578 | WEIR COUN... | BBQ MEAT... | FUND RAIS... | | R | -875.47 |
| 4/20/2009 | WEIR V.F.D ... | 3579 | AMANDA FR... | BBQ SUPP... | FUND RAIS... | | R | -113.64 |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | | FUND RAIS... | TEXA... | R | -160.40 |
| | | | | | FUND RAIS... | TEXA... | R | -26.70 |
| **Groceries** | | | | | | | | **-809.98** |

# Register Report - 2009

10/1/2008 through 9/30/2009



| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| 2/20/2009 | WEIR V.F.D ... | 3531 | CASH | GROCERIES | Groceries | | R | -100.00 |
| 3/20/2009 | WEIR V.F.D ... | 3555 | Cash | GROCERIES | Groceries | | R | -100.00 |
| 4/22/2009 | WEIR V.F.D ... | 3582 | CASH | GROCERIES | Groceries | | R | -100.00 |
| 6/2/2009 | WEIR V.F.D ... | 3599 | CASH | GROCERIE... | Groceries | | R | -200.00 |
| 7/14/2009 | WEIR V.F.D ... | 3614 | CASH | GROCERIE... | Groceries | | R | -100.00 |
| 8/7/2009 | WEIR V.F.D ... | 3621 | CASH | GROCERIE... | Groceries | | R | -100.00 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | | Groceries | PRICE... | R | -9.98 |
| 9/4/2009 | WEIR V.F.D ... | 3641 | CASH | GROCERIE... | Groceries | | R | -100.00 |
| **Kitchen** | | | | | | | | **-20.78** |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | | Kitchen | PRICE... | R | -20.78 |
| **LUNCH** | | | | | | | | **-18.76** |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | WORK SE... | LUNCH | PRICE... | R | -12.35 |
| | | | | WORK SE... | LUNCH | PRICE... | R | -6.41 |
| **Medical** | | | | | | | | **-1,416.40** |
| 3/10/2009 | WEIR V.F.D ... | 3547 | G-TOWN HE... | NICK'S INJ... | Medical | | R | -335.00 |
| 3/16/2009 | WEIR V.F.D ... | 3551 | St DAVIDS ... | NICK'S INJ... | Medical | | R | -1,049.40 |
| 3/16/2009 | WEIR V.F.D ... | 3553 | ARA George... | | Medical | | R | -32.00 |
| **MEDICAL SUPLIES** | | | | | | | | **-479.60** |
| 12/18/2008 | WEIR V.F.D ... | 3489 | ...CapITAL-ONE | drug testing... | MEDICAL S... | WEIR ... | R | -264.70 |
| 5/21/2009 | WEIR V.F.D ... | 3593 | EMERGENC... | DISPOSAB... | MEDICAL S... | | R | -214.90 |
| **MISCELLANEOUS** | | | | | | | | **-92.76** |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | FLOWERS | MISCELLAN... | WEIR ... | R | -80.78 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | FLOWERS ... | MISCELLAN... | WEIR ... | R | -11.98 |
| **OFFICE EQUIPMENT** | | | | | | | | **-4,163.48** |
| 10/8/2008 | WEIR V.F.D ... | 3449 | ...CAPITAL-ONE | | OFFICE EQ... | USPS | R | -17.10 |
| 1/16/2009 | WEIR V.F.D ... | 3506 | ...BILL FRYMI... | NICK LIND... | OFFICE EQ... | DPS | R | -24.00 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | INTEREST | OFFICE EQ... | WALM... | R | -9.48 |
| 4/1/2009 | WEIR V.F.D ... | 3563 | ...CAPITAL-ONE | paper & ink... | OFFICE EQ... | WALM... | R | -89.83 |
| | | | | brake shoe... | OFFICE EQ... | WALM... | R | -20.18 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | BADGE PR... | OFFICE EQ... | WEIR ... | R | -3,990.90 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | | OFFICE EQ... | PRICE... | R | -11.99 |
| **Office supplies** | | | | | | | | **-399.06** |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | | Office supplies | TEXA... | R | -47.97 |
| 5/13/2009 | WEIR V.F.D ... | Print | HARLAND C... | CHECKS | Office supplies | | R | -60.30 |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | PRINT CA... | Office supplies | WEIR ... | R | -37.88 |
| | | | | PAPER | Office supplies | WEIR ... | R | -44.37 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | LOG BOOKS | Office supplies | WEIR ... | R | -12.28 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | | Office supplies | PRICE... | R | -70.27 |
| | | | | TONER CA... | Office supplies | PRICE... | R | -125.99 |
| **OFFICE SUPPLIES & EQUIPMENT** | | | | | | | | **-1,338.00** |
| 11/3/2008 | WEIR V.F.D ... | 3464 | ...CapITAL-ONE | black ink ca... | OFFICE SU... | WALM... | R | -20.56 |
| 12/20/2008 | WEIR V.F.D ... | 3493 | Postmaster | | OFFICE SU... | POST... | R | -54.00 |
| 1/2/2009 | WEIR V.F.D ... | 3499 | CASH | | OFFICE SU... | PETT... | R | -100.00 |
| 1/5/2009 | WEIR V.F.D ... | | FIRST TEXA... | SAFE DEP... | OFFICE SU... | | R | -20.00 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | POSTAGE | OFFICE SU... | WALM... | R | -42.00 |
| 2/5/2009 | WEIR V.F.D ... | 3517 | L DALE RO... | | OFFICE SU... | IRS FI... | R | -600.00 |
| 4/1/2009 | WEIR V.F.D ... | 3563 | ...CAPITAL-ONE | bank charge | OFFICE SU... | WALM... | R | -39.00 |
| | | | | credit | OFFICE SU... | WALM... | R | 17.12 |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | | OFFICE SU... | TEXA... | R | -479.56 |
| **PERSONAL EQUIP** | | | | | | | | **-11,798.19** |
| 10/7/2008 | WEIR V.F.D ... | 3448 | FUEGO | WILDLAND... | PERSONAL ... | | R | -140.00 |
| 10/8/2008 | WEIR V.F.D ... | 3449 | ...CAPITAL-ONE | | PERSONAL ... | THE F... | R | -522.43 |

| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| 10/27/2008 | WEIR V.F.D ... | 3459 | MILLER UNI... | UNIFORMS | PERSONAL ... | | R | -111.00 |
| 10/27/2008 | WEIR V.F.D ... | 3460 | FueGO | WILDLAND... | PERSONAL ... | | R | -145.00 |
| 10/31/2008 | WEIR V.F.D ... | 3461 | MILLER UNI... | UNIFORMS | PERSONAL ... | | R | -196.46 |
| 11/3/2008 | WEIR V.F.D ... | 3464 | ...CapITAL-ONE | polo shirts | PERSONAL ... | WALM... | R | -108.74 |
| 11/7/2008 | WEIR V.F.D ... | 3467 | FUeGO | WILDLAND... | PERSONAL ... | | R | -530.00 |
| 11/17/2008 | WEIR V.F.D ... | 3472 | PASP | I D BADGES | PERSONAL ... | | R | -33.58 |
| 12/1/2008 | WEIR V.F.D ... | 3476 | FueGO | WILDLAND... | PERSONAL ... | | R | -337.40 |
| 12/1/2008 | WEIR V.F.D ... | 3477 | MILLER UNI... | UNIFORMS | PERSONAL ... | | R | -220.32 |
| 12/1/2008 | WEIR V.F.D ... | 3478 | MILLER UNI... | UNIFORMS | PERSONAL ... | | R | -4.00 |
| 12/14/2008 | WEIR V.F.D ... | 3483 | FUEGO | VESTS | PERSONAL ... | | R | -185.00 |
| 12/16/2008 | WEIR V.F.D ... | 3485 | YOURS FO... | ACCOUNTI... | PERSONAL ... | | R | -192.00 |
| 12/16/2008 | WEIR V.F.D ... | 3488 | FUEGO | PPE | PERSONAL ... | | R | -1,652.04 |
| 12/19/2008 | WEIR V.F.D ... | 3492 | FUEGO | | PERSONAL ... | PPE | R | -180.00 |
| 1/2/2009 | WEIR V.F.D ... | 3498 | FUEGO | | PERSONAL ... | SAFE... | R | -268.00 |
| 1/5/2009 | WEIR V.F.D ... | 3500 | ...CapITAL-ONE | | PERSONAL ... | TEXA... | R | -886.78 |
| 1/21/2009 | WEIR V.F.D ... | 3509 | BELL EMBR... | | PERSONAL ... | UNIF... | R | -220.50 |
| 2/5/2009 | WEIR V.F.D ... | 3518 | MILLER UNI... | UNIFORMS | PERSONAL ... | UNIF... | R | -275.21 |
| 2/5/2009 | WEIR V.F.D ... | 3519 | FEUGO | | PERSONAL ... | PPE | R | -149.70 |
| 2/13/2009 | WEIR V.F.D ... | 3524 | FUEGO | WILDLAND... | PERSONAL ... | PPE | R | -122.00 |
| 2/13/2009 | WEIR V.F.D ... | 3525 | DAVID BOX | hats | PERSONAL ... | | R | -228.00 |
| 2/16/2009 | WEIR V.F.D ... | 3527 | MILLER UNI... | UNIFORMS | PERSONAL ... | UNIF... | R | -25.00 |
| 3/23/2009 | WEIR V.F.D ... | 3556 | Fuego | bunker gea... | PERSONAL ... | PPE | R | -3,080.00 |
| 3/29/2009 | WEIR V.F.D ... | 3559 | MILLER UNI... | UNIFORMS | PERSONAL ... | UNIF... | R | -81.40 |
| 3/30/2009 | WEIR V.F.D ... | 3561 | WITMER PU... | BADGES | PERSONAL ... | | R | -252.91 |
| 4/1/2009 | WEIR V.F.D ... | 3562 | BELL EMBR... | POLO SHI... | PERSONAL ... | | R | -273.00 |
| 5/11/2009 | WEIR V.F.D ... | 3588 | MILLER UNI... | UNIFORMS | PERSONAL ... | UNIF... | R | -139.55 |
| 6/21/2009 | WEIR V.F.D ... | 3605 | MILLER UNI... | UNIFORMS | PERSONAL ... | UNIF... | R | -209.43 |
| 8/15/2009 | WEIR V.F.D ... | 3628 | FUego | 4 PAIR GL... | PERSONAL ... | PPE | R | -40.00 |
| 8/27/2009 | WEIR V.F.D ... | 3632 | FUEgo | | PERSONAL ... | PPE | R | -336.25 |
| 9/4/2009 | WEIR V.F.D ... | 3637 | MILLER UNI... | UNIFORMS | PERSONAL ... | UNIF... | R | -630.49 |
| 9/4/2009 | WEIR V.F.D ... | 3640 | THE FIRE S... | PPE REPAIR | PERSONAL ... | | R | -22.00 |
| **postage** | | | | | | | | **-12.65** |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | PAGER RE... | postage | WEIR ... | R | -12.65 |
| **STREET DANCE** | | | | | | | | **-500.00** |
| 9/18/2009 | WEIR V.F.D ... | 3647 | WEIR STORE | BAND | STREET DA... | | R | -300.00 |
| 9/22/2009 | WEIR V.F.D ... | 3650 | B & L | PORT A P... | STREET DA... | | R | -200.00 |
| **Supplies** | | | | | | | | **-1,399.19** |
| 10/8/2008 | WEIR V.F.D ... | 3449 | ...CAPITAL-ONE | | Supplies | WALM... | R | -40.48 |
| 10/18/2008 | WEIR V.F.D ... | 3454 | CASH | GROCERIES | Supplies | | R | -100.00 |
| 11/10/2008 | WEIR V.F.D ... | 3468 | WEIR COUN... | TP, TOWE... | Supplies | | R | -172.64 |
| 11/14/2008 | WEIR V.F.D ... | 3471 | Weir Store (... | residents | Supplies | | R | -100.00 |
| 12/12/2008 | WEIR V.F.D ... | 3482 | Weir Store (... | residents | Supplies | | R | -100.00 |
| 12/16/2008 | WEIR V.F.D ... | 3487 | DOUG HOG... | SUPPLIES | Supplies | | R | -314.62 |
| 1/19/2009 | WEIR V.F.D ... | 3508 | Weir Store (... | residents | Supplies | FOOD... | R | -100.00 |
| 3/5/2009 | WEIR V.F.D ... | 3545 | WEIR STORE | PAPER TO... | Supplies | | R | -92.30 |
| 5/11/2009 | WEIR V.F.D ... | 3589 | DOUG HOG... | SUPPLIES | Supplies | | R | -121.57 |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | BATTERIES | Supplies | WEIR ... | R | -83.47 |
| 8/10/2009 | WEIR V.F.D ... | 3622 | WEIR COUN... | TP, TOWE... | Supplies | | R | -174.11 |
| **SYSTEM FEE** | | | | | | | | **-945.00** |
| 8/28/2009 | WEIR V.F.D ... | 3635 | WILLIAMSO... | 4th QUART... | SYSTEM FEE | | R | -945.00 |
| **training** | | | | | | | | **-7,178.53** |
| 1/5/2009 | WEIR V.F.D ... | 3500 | ...CapITAL-ONE | | training | TEXA... | R | -66.29 |

| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| | | | | | training | TEXA... | R | -30.37 |
| 1/16/2009 | WEIR V.F.D ... | 3505 | FFTC/CAFS | CAFS SCH... | training | | R | -825.00 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | LUNCH | training | WALM... | R | -88.97 |
| | | | | LUNCH | training | WALM... | R | -17.85 |
| 2/20/2009 | WEIR V.F.D ... | 3532 | CASH | NICK & MA... | training | | R | -500.00 |
| 3/2/2009 | WEIR V.F.D ... | 3535 | BILL FRYMI... | ROOM & M... | training | | R | -727.63 |
| 3/2/2009 | WEIR V.F.D ... | 3537 | CHALK BLU... | EXTRICATI... | training | | R | -840.00 |
| 3/4/2009 | WEIR V.F.D ... | 3542 | ...CAPITAL-ONE | | training | HOME... | R | -1,000.00 |
| | | | | | training | HOME... | R | -534.39 |
| 3/4/2009 | WEIR V.F.D ... | 3543 | CASH | MEALS AT ... | training | | R | -200.00 |
| 3/4/2009 | WEIR V.F.D ... | 3544 | LaQUINTA | CHALK BL... | training | | R | -253.59 |
| 3/30/2009 | WEIR V.F.D ... | 3560 | J. D. SHARP | COMPUTE... | training | | R | -170.00 |
| 4/1/2009 | WEIR V.F.D ... | 3563 | ...CAPITAL-ONE | travel to be... | training | WALM... | R | -24.07 |
| | | | | lodging | training | WALM... | R | -455.40 |
| 4/6/2009 | WEIR V.F.D ... | 3565 | SFFMA | ANNUAL D... | training | | R | -715.00 |
| 4/9/2009 | WEIR V.F.D ... | 3568 | WILCO EMS | | training | | R | -129.75 |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | FOOD | training | WEIR ... | R | -28.15 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | HOTEL TE... | training | WEIR ... | R | -257.28 |
| | | | | TRAVEL T... | training | WEIR ... | R | -58.49 |
| | | | | MEALS AT ... | training | WEIR ... | R | -62.85 |
| | | | | MEAL AT T... | training | WEIR ... | R | -69.70 |
| 9/22/2009 | WEIR V.F.D ... | 3648 | WILLIAM W... | | training | | R | -17.50 |
| 9/22/2009 | WEIR V.F.D ... | 3649 | WILCO EMS | CPR SUPP... | training | | R | -6.25 |
| 9/23/2009 | WEIR V.F.D ... | 3651 | BASTROP F... | | training | | R | -100.00 |
| **truck equipment** | | | | | | | | **-66,557.46** |
| 10/21/2008 | WEIR V.F.D ... | 3455 | CAROL FRY... | CHAIRS F... | truck equipm... | | R | -39.48 |
| 12/9/2008 | WEIR V.F.D ... | 3481 | HEIMAN FIR... | STRAINER | truck equipm... | | R | -243.75 |
| 12/27/2008 | WEIR V.F.D ... | 3495 | HEIMAN FIR... | | truck equipm... | FITTI... | R | -100.65 |
| 1/13/2009 | WEIR V.F.D ... | 3504 | HEIMAN FIR... | FITTINGS | truck equipm... | TEND... | R | -45.10 |
| 1/16/2009 | WEIR V.F.D ... | 3506 | ...BILL FRYMI... | STEEL | truck equipm... | THE F... | R | -58.20 |
| 2/17/2009 | WEIR V.F.D ... | 3529 | HEIMAN FIR... | GLASSMA... | truck equipm... | | R | -218.84 |
| 3/4/2009 | WEIR V.F.D ... | 3542 | ...CAPITAL-ONE | SCENE LI... | truck equipm... | HOME... | R | -7,499.40 |
| | | | | | truck equipm... | HOME... | R | -19.34 |
| | | | | | truck equipm... | HOME... | R | -11.97 |
| 3/16/2009 | WEIR V.F.D ... | 3552 | CASCO IND... | THERMAL I... | truck equipm... | | R | -9,850.00 |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | DIAMOND ... | truck equipm... | TEXA... | R | -165.00 |
| 6/19/2009 | WEIR V.F.D ... | 3603 | HEIMAN FIR... | SHUT OFF... | truck equipm... | | R | -745.25 |
| 6/30/2009 | WEIR V.F.D ... | 3608 | ROWE INDU... | CAFS ENG... | truck equipm... | | R | -46,500.00 |
| 7/6/2009 | WEIR V.F.D ... | 3610 | HEIMAN FIR... | HAND LAN... | truck equipm... | | R | -1,015.91 |
| 8/12/2009 | WEIR V.F.D ... | 3625 | DOUG HOG... | BINDING S... | truck equipm... | | | -44.57 |
| **TRUCK MAINT** | | | | | | | | **-5,970.80** |
| 10/8/2008 | WEIR V.F.D ... | 3449 | ...CAPITAL-ONE | | TRUCK MAI... | INNE... | R | -211.20 |
| | | | | | TRUCK MAI... | 271 T... | R | -62.00 |
| | | | | | TRUCK MAI... | 271 T... | R | -62.00 |
| | | | | | TRUCK MAI... | INNE... | R | -104.96 |
| | | | | | TRUCK MAI... | PURC... | R | -461.38 |
| 12/18/2008 | WEIR V.F.D ... | 3489 | ...CapITAL-ONE | | TRUCK MAI... | WEIR ... | R | -144.97 |
| 12/19/2008 | WEIR V.F.D ... | 3490 | CAROL FRY... | K-12 SAW ... | TRUCK MAI... | K-12 S... | R | -24.00 |
| 12/27/2008 | WEIR V.F.D ... | 3496 | FOX AUTO | STATEMENT | TRUCK MAI... | UNSC... | R | -37.33 |
| 1/5/2009 | WEIR V.F.D ... | 3500 | ...CapITAL-ONE | | TRUCK MAI... | TEXA... | R | -65.64 |
| | | | | | TRUCK MAI... | TEXA... | R | -43.79 |
| | | | | | TRUCK MAI... | TEXA... | R | -34.78 |

# Register Report - 2009

10/1/2008 through 9/30/2009

| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| 1/9/2009 | WEIR V.F.D ... | 3502 | WESTEX W... | PARTS | TRUCK MAI... | UNSC... | R | -33.34 |
| 1/28/2009 | WEIR V.F.D ... | 3512 | FOX AUTO | STATEMENT | TRUCK MAI... | SCHE... | R | -188.47 |
| 1/31/2009 | WEIR V.F.D ... | 3515 | KUSSMAUL ... | BATTERY ... | TRUCK MAI... | SCHE... | R | -796.31 |
| 2/2/2009 | WEIR V.F.D ... | 3516 | ...CAPITAL-ONE | SCHEDUL... | TRUCK MAI... | WALM... | R | -80.63 |
| 3/2/2009 | WEIR V.F.D ... | 3536 | BILL FRYMI... | BATTERY ... | TRUCK MAI... | | R | -162.58 |
| 3/2/2009 | WEIR V.F.D ... | 3538 | MEMPHIS E... | BRAKE PA... | TRUCK MAI... | | R | -486.11 |
| 3/2/2009 | WEIR V.F.D ... | 3540 | PERKINS E... | SERVICE ... | TRUCK MAI... | | R | -500.00 |
| 3/4/2009 | WEIR V.F.D ... | 3542 | ...CAPITAL-ONE | STRAPS | TRUCK MAI... | HOME... | R | -17.05 |
| | | | | STROBES | TRUCK MAI... | HOME... | R | -80.33 |
| 3/29/2009 | WEIR V.F.D ... | 3558 | FOX AUTO | STATEMENT | TRUCK MAI... | UNSC... | R | -24.63 |
| 4/1/2009 | WEIR V.F.D ... | 3563 | ...CAPITAL-ONE | batteries E2 | TRUCK MAI... | WALM... | R | -416.65 |
| 4/24/2009 | WEIR V.F.D ... | 3583 | MICKAN MO... | BRUSH 3 T... | TRUCK MAI... | | R | -155.85 |
| 4/30/2009 | WEIR V.F.D ... | 3584 | FOX AUTO | STATEMENT | TRUCK MAI... | UNSC... | R | -16.95 |
| 5/3/2009 | WEIR V.F.D ... | 3587 | ...CAPITAL-ONE | | TRUCK MAI... | TEXA... | R | -80.60 |
| | | | | | TRUCK MAI... | TEXA... | R | -9.72 |
| | | | | | TRUCK MAI... | TEXA... | R | -158.50 |
| 5/28/2009 | WEIR V.F.D ... | 3595 | CAROL FRY... | MOTOR OIL | TRUCK MAI... | | R | -127.76 |
| 5/28/2009 | WEIR V.F.D ... | 3597 | KUSSMAUL ... | AUTO EJE... | TRUCK MAI... | | R | -195.51 |
| 5/28/2009 | WEIR V.F.D ... | 3598 | FOX AUTO | STATEMENT | TRUCK MAI... | | R | -43.16 |
| 6/28/2009 | WEIR V.F.D ... | 3607 | FOX AUTO | STATEMENT | TRUCK MAI... | | R | -25.50 |
| 7/6/2009 | WEIR V.F.D ... | 3609 | ...CAPITAL-ONE | B1 ALTER... | TRUCK MAI... | WEIR ... | R | -48.32 |
| | | | | MOTEL | TRUCK MAI... | WEIR ... | R | -75.51 |
| | | | | MEALS | TRUCK MAI... | WEIR ... | R | -24.71 |
| | | | | MEALS | TRUCK MAI... | WEIR ... | R | -15.96 |
| | | | | INSPECTION | TRUCK MAI... | WEIR ... | R | -62.00 |
| | | | | FILTERS | TRUCK MAI... | WEIR ... | R | -39.77 |
| | | | | SERVICE | TRUCK MAI... | WEIR ... | R | -345.92 |
| 7/29/2009 | WEIR V.F.D ... | 3618 | FOX AUTO | STATEMENT | TRUCK MAI... | | R | -40.44 |
| 7/31/2009 | WEIR V.F.D ... | 3620 | ...CAPITAL-ONE | SWITCH E... | TRUCK MAI... | WEIR ... | R | -19.95 |
| 8/27/2009 | WEIR V.F.D ... | 3633 | FOX AUTO | STATEMENT | TRUCK MAI... | | R | -10.18 |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | ANNUAL S... | TRUCK MAI... | PRICE... | R | -252.03 |
| | | | | ANNUAL I... | TRUCK MAI... | PRICE... | R | -62.00 |
| | | | | ANNUAL S... | TRUCK MAI... | PRICE... | R | -122.31 |
| **UNIFORMS** | | | | | | | | **-392.70** |
| 8/31/2009 | WEIR V.F.D ... | 3636 | ...CAPITAL-ONE | DUTY SHI... | UNIFORMS | PRICE... | R | -266.70 |
| 9/4/2009 | WEIR V.F.D ... | 3639 | BELL EMBR... | POLO SHI... | UNIFORMS | | R | -126.00 |
| **Utilities** | | | | | | | | **-9,633.69** |
| **DIRECTV** | | | | | | | | **-1,638.76** |
| 10/8/2008 | WEIR V.F.D ... | 3450 | DIREC TV | SATELITE | Utilities:DIR... | | R | -74.34 |
| 11/3/2008 | WEIR V.F.D ... | 3465 | DIREC TV | SATELITE | Utilities:DIR... | | R | -86.02 |
| 12/1/2008 | WEIR V.F.D ... | 3475 | DiREC TV | SATELITE | Utilities:DIR... | | R | -86.02 |
| 1/2/2009 | WEIR V.F.D ... | 3497 | DIREC TV | SATELITE | Utilities:DIR... | | R | -86.02 |
| 1/31/2009 | WEIR V.F.D ... | 3514 | DIREC TV | | Utilities:DIR... | | R | -86.02 |
| 3/2/2009 | WEIR V.F.D ... | 3539 | DIREC TV | SATELITE | Utilities:DIR... | | R | -1,075.64 |
| 4/30/2009 | WEIR V.F.D ... | 3586 | DIREC TV | SATELITE | Utilities:DIR... | DIRE... | R | -144.70 |
| **Gas & Electric** | | | | | | | | **-5,578.98** |
| 10/8/2008 | WEIR V.F.D ... | 3451 | TXU ENERGY | | Utilities:Gas ... | | R | -443.44 |
| 11/7/2008 | WEIR V.F.D ... | 3466 | TXU ENERGY | | Utilities:Gas ... | | R | -414.22 |
| 12/9/2008 | WEIR V.F.D ... | 3479 | TXU ENERGY | | Utilities:Gas ... | | R | -368.09 |
| 1/13/2009 | WEIR V.F.D ... | 3503 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -396.60 |
| 2/9/2009 | WEIR V.F.D ... | 3520 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -376.59 |
| 3/9/2009 | WEIR V.F.D ... | 3546 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -324.37 |

# Register Report - 2009

10/1/2008 through 9/30/2009



| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| 4/13/2009 | WEIR V.F.D ... | 3569 | Txu ENERGY | | Utilities:Gas ... | ELEC... | R | -357.70 |
| 5/11/2009 | WEIR V.F.D ... | 3590 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -412.64 |
| 6/13/2009 | WEIR V.F.D ... | 3600 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -428.67 |
| 7/13/2009 | WEIR V.F.D ... | 3613 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -707.72 |
| 8/15/2009 | WEIR V.F.D ... | 3627 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -671.28 |
| 9/11/2009 | WEIR V.F.D ... | 3644 | TXU ENERGY | | Utilities:Gas ... | ELEC... | R | -677.66 |
| **INTRANET** | | | | | | | | **-1,173.00** |
| 10/22/2008 | WEIR V.F.D ... | 3457 | ECPI | wireless | Utilities:INTR... | | R | -99.00 |
| 11/17/2008 | WEIR V.F.D ... | 3473 | eCPI | wireless | Utilities:INTR... | | R | -99.00 |
| 12/19/2008 | WEIR V.F.D ... | 3491 | ECPI | | Utilities:INTR... | | R | -99.00 |
| 1/21/2009 | WEIR V.F.D ... | 3510 | ECPI | wireless | Utilities:INTR... | | R | -99.00 |
| 2/17/2009 | WEIR V.F.D ... | 3528 | ECPI | | Utilities:INTR... | | R | -99.00 |
| 3/16/2009 | WEIR V.F.D ... | 3550 | WESTern Br... | SERVICE | Utilities:INTR... | | R | -99.00 |
| 4/17/2009 | WEIR V.F.D ... | 3575 | WESTern Br... | SERVICE | Utilities:INTR... | | R | -99.00 |
| 5/21/2009 | WEIR V.F.D ... | 3592 | WESTERn B... | SERVICE | Utilities:INTR... | | R | -99.00 |
| 6/19/2009 | WEIR V.F.D ... | 3604 | WESTERn B... | SERVICE | Utilities:INTR... | | R | -99.00 |
| 7/18/2009 | WEIR V.F.D ... | 3617 | WestERn Br... | SERVICE | Utilities:INTR... | | R | -84.00 |
| 9/4/2009 | WEIR V.F.D ... | 3643 | ECPI | | Utilities:INTR... | | R | -99.00 |
| 9/17/2009 | WEIR V.F.D ... | 3645 | ECPI | | Utilities:INTR... | | R | -99.00 |
| **telephone** | | | | | | | | **-676.27** |
| 10/30/2008 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -51.50 |
| 11/30/2008 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -51.48 |
| 12/30/2008 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -51.68 |
| 1/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -53.56 |
| 3/2/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -57.35 |
| 3/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -59.80 |
| 4/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -56.76 |
| 5/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -56.77 |
| 6/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -59.41 |
| 7/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -58.82 |
| 8/31/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -60.15 |
| 9/30/2009 | WEIR V.F.D ... | | VERIZON S... | PHONE BILL | Utilities:telep... | | R | -58.99 |
| **Water** | | | | | | | | **-566.68** |
| 10/27/2008 | WEIR V.F.D ... | 3458 | Jonah wATE... | service | Utilities:Water | | R | -46.04 |
| 12/1/2008 | WEIR V.F.D ... | 3474 | Jonah wATE... | service | Utilities:Water | | R | -50.07 |
| 12/26/2008 | WEIR V.F.D ... | 3494 | Jonah wATE... | | Utilities:Water | WATE... | R | -46.32 |
| 1/26/2009 | WEIR V.F.D ... | 3511 | JONAH WA... | service | Utilities:Water | WATE... | R | -51.25 |
| 3/2/2009 | WEIR V.F.D ... | 3533 | JONAH WA... | | Utilities:Water | WATE... | R | -47.11 |
| 3/29/2009 | WEIR V.F.D ... | 3557 | JONAH WA... | | Utilities:Water | WATE... | R | -47.40 |
| 4/30/2009 | WEIR V.F.D ... | 3585 | JONAH WA... | | Utilities:Water | WATE... | R | -46.22 |
| 5/28/2009 | WEIR V.F.D ... | 3596 | JONAH WA... | | Utilities:Water | WATE... | R | -45.92 |
| 6/28/2009 | WEIR V.F.D ... | 3606 | JONAH WA... | | Utilities:Water | WATE... | R | -48.29 |
| 7/29/2009 | WEIR V.F.D ... | 3619 | JONAH WA... | | Utilities:Water | WATE... | R | -45.63 |
| 8/27/2009 | WEIR V.F.D ... | 3631 | JONAH WA... | | Utilities:Water | WATE... | R | -48.58 |
| 9/28/2009 | WEIR V.F.D ... | 3652 | JONAH WA... | | Utilities:Water | WATE... | R | -43.85 |
| **Utilities Propane** | | | | | | | | **-1,767.73** |
| 11/14/2008 | WEIR V.F.D ... | 3470 | TRI-CO PRO... | HEATING ... | Utilities Prop... | | R | -76.40 |
| 12/16/2008 | WEIR V.F.D ... | 3486 | TRI-CO PRO... | HEATING ... | Utilities Prop... | | R | -295.20 |
| 1/8/2009 | WEIR V.F.D ... | 3501 | TRI-CO PRO... | HEATING ... | Utilities Prop... | PROP... | R | -653.35 |
| 1/28/2009 | WEIR V.F.D ... | 3513 | TRI-CO PRO... | HEATING ... | Utilities Prop... | PROP... | R | -317.90 |
| 3/19/2009 | WEIR V.F.D ... | 3554 | Tri-CO PRO... | HEATING ... | Utilities Prop... | PROP... | R | -248.88 |
| 9/4/2009 | WEIR V.F.D ... | 3642 | Tri-CO PRO... | HEATING ... | Utilities Prop... | PROP... | R | -176.00 |

# Register Report - 2009

10/1/2008 through 9/30/2009



| Date | Account | Num | Description | Memo | Category | Tag | Clr | Amount |
|---|---|---|---|---|---|---|---|---|
| | | | | | **OVERALL TOTAL** | | | **10,190.33** |

Consent Agenda

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| 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 to auction/donation/destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

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

Attachments

Link: Asset Transfers

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing (Originator) | Bob Space | 11/23/2009 09:55 AM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:24 AM | APRV |

Form Started By: Ursula Stone Started On: 11/23/2009 08:54 AM

Final Approval Date: 11/24/2009

FrmAudASCF01 revision 8/24/09

# 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 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) |
|---|---|---|---|---|
| 1 | BROTHER LAMINATOR - MODEL LX-1200 | *U52639-G2J187435* | N/A | Non-Working |
| 1 | BROTHER TYPEWRITER - MODEL EM-605 | A23390161 | N/A | Working |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): JP 4

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

JESSICA SCHMIDT
Print Name

Jessica Schmidt
Signature

Date

**Contact Person:**

JESSICA SCHMIDT
Print Name

+1 (512) 352-4159
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.)

Print Name

Signature

Date

**Contact Person:**

Print Name

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 _____

FrmAudASCF01 revision 8/24/09

Print Form

# 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 ○ 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) |
|---|---|---|---|---|
| 1 | 2002 TROY MICR 4100 EX PRINTER | S#USLNH01348 | I193 | Working |
| 1 | HON OFFICE CHAIR | HON | NONE | Non-Working |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): COUNTY AUDITOR

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

JULIE M KILEY
Print Name

Julie M. Kiley
Signature

November 20, 2009
Date

**Contact Person:**

KAREN KNIGHTSTEP
Print Name

+1 (512) 943-1500
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.)

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

11/20/09
Date

**Contact Person:**

Print Name

512-943-1552
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 _____

FrmAudASCF01 revision 8/24/09

# 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 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) |
|---|---|---|---|---|
| 1 | VICTOR 1560A CALCULATOR | RO19201605 | N/A | Working |
| 1 | VICTOR 1530-4 CALCULATOR | 054405127 | N/A | Working |
| 1 | FUJITSU FI-5120-C SCANNER | 008175 | 000068 | Working |
| 1 | HP LASERJET PRINTER 4100N | USBNG29191 | 100220 | Working |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): JP 4

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

JESSICA SCHMIDT
Print Name

Jessica Schmidt
Signature Date

**Contact Person:**

JESSICA SCHMIDT
Print Name

+1 (512) 352-4159
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.)

Print Name

Signature Date

**Contact Person:**

Print Name

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 _____

Cash Deposit for Checking Account, WC EMS Clearing Account, 12/1/09

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Lisa Moore, County Auditor |
| Submitted For: | David Dukes |
| Department: | County Auditor |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and consider a cash deposit of $10.00 to be held in the new checking account to administer the new EMS collections process.

Background

This balance remains in the account to prevent it from automatically closing should the time come when all checks are cashed and the balance goes to zero.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Lisa Moore | Started On: 11/17/2009 02:02 PM |

Final Approval Date: 11/24/2009

Treasurer's Report on the Williamson County Finances October 2009

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Celia Villarreal, County Treasurer |
| Submitted For: | Vivian Wood |
| Department: | County Treasurer |
| Agenda Category: | Consent |

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for October 2009.

Background

Fiscal Impact

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

Attachments

Link: Treasurer's Report on the Williamson County Finances October 2009

Form Routing/Status

| | |
|---|---|
| Form Started By: Celia Villarreal | Started On: 11/16/2009 02:14 PM |
| Final Approval Date: 11/24/2009 | |

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
OCTOBER TERM 2009

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____day of _____, 2009, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **OCTOBER 2009**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $344,423,844.92.

_____
Dan A. Gattis, County Judge

_____
Lisa Birkman, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct .3

_____
Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____day _____, A.D., 2009.

_____
Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

_____
By: Deputy

## LONG TERM INVESTMENT SECURITIES BALANCE

| Account Name | | Balance October 31, 2009 |
|---|---|---|
| GENERAL FUND | $ | 12,000,000.00 |
| TOBACCO FUNDS | $ | 3,265,016.72 |
| CO RECORDS ARCHIVE | $ | 1,000,000.00 |
| DEBT SERVICE | $ | 6,000,000.00 |
| ROAD & BRIDGE | $ | 9,000,000.00 |
| WC SH45 FUND | $ | 1,500,062.50 |
| CAPITAL PROJECTS FUND | $ | 129,858,866.67 |
| **TOTAL** | **$** | **162,623,945.89** |

## WILLIAMSON COUNTY
## TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS

| ACCOUNT NAME | TEXPOOL BALANCE 10/31/09 | TEXPOOL PRIME BALANCE 10/31/09 | TEXSTAR BALANCE 10/31/09 | GRAND TOTAL |
|---|---|---|---|---|
| COURTHOUSE SECURITY | 77,405.40 | | | 77,405.40 |
| COUNTY RMP | 844,956.95 | | | 844,956.95 |
| GENERAL FUND | 34,883.36 | 23,386,231.62 | | 23,421,114.98 |
| LIBRARY FUND | 602,958.92 | | | 602,958.92 |
| COURT REPORTER SVC | 683,820.20 | | | 683,820.20 |
| TOBACCO FUNDS | 28,373.56 | 910,096.37 | | 938,469.93 |
| KARST | 700,844.45 | | | 700,844.45 |
| CO RECORD ARCHIVE | 605,293.19 | | | 605,293.19 |
| ROAD AND BRIDGE | 24,378.13 | 3,809,086.75 | | 3,833,464.88 |
| TOTAL CO'S & BOND | 3,050.69 | 94,752,589.74 | 4,594,607.46 | 99,350,247.89 |
| DEBT SERVICE | 483,317.47 | 17,789,055.93 | | 18,272,373.40 |
| BENEFITS | 13,110.14 | 1,150,744.29 | | 1,163,854.43 |
| 2008 TAN | 97,367.70 | 8,836,959.79 | | 8,934,327.49 |
| *RESTRICTED FUNDS | 2,141,421.21 | | | 2,141,421.21 |
| **TOTALS** | **$ 6,341,181.37** | **$ 150,634,764.49** | **$ 4,594,607.46** | **$ 161,570,553.32** |

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

**SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS**

| Account Name | | Bank Balance Per Bank Reconcilation October 31, 2009 |
|---|---|---|
| GENERAL FUND | $ | 18,940,342.13 |
| PAYROLL | $ | 1,034,036.17 |
| CSCD TREASURER | $ | 254,967.41 |
| **TOTAL** | **$** | **20,229,345.71** |

Bank Statement Reconcilation Report
Ending October 31, 2009
**GENERAL FUND ACCOUNT**

| | | |
|---|---|---|
| BALANCE PER BANK | $ | 20,306,389.20 |
| ADD: | | |
| OUTSTANDING DEPOSITS | $ | 599,851.53 |
| CHECK ENCODE | | 5,000.00 |
| SUBTRACT: | | |
| OUTSTANDING CHECKS | $ | (1,970,898.60) |
| **RECONCILED BANK BALANCE** | **$** | **18,940,342.13** |

| | | |
|---|---|---|
| STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL | $ | 18,920,951.16 |
| ADD: | | |
| DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL NOVEMBER 2009 | $ | 13,091.22 |
| SUBTRACT: | $ | 0.00 |
| BANK INTEREST 0.375% | $ | 6,299.75 |
| **RECONCILED BOOK BALANCE** | **$** | **18,940,342.13** |
| TOTAL DIFFERENCE IN BOOK FROM THE BANK | $ | 0.00 |

NOTES:

Bank Statement Reconcilation Report
Ending October 31, 2009
**PAYROLL FUND ACCOUNT**

| | | |
|---|---|---|
| BALANCE PER BANK | $ | 1,063,641.60 |
| ADD: | | |
| OUTSTANDING DEPOSITS | $ | |
| SUBTRACT: | | |
| PAYROLL OUTSTANDING CHECKS | $ | (666.44) |
| ESCROW OUTSTANDING CHECKS | $ | (28,938.99) |
| ADJUSTMENTS: | | |
| **RECONCILED BANK BALANCE** | **$** | **1,034,036.17** |
| BOOK BALANCE | $ | 1,034,036.17 |
| ADD: | | |
| OUTSTANDING DEPOSITS | $ | 0.00 |
| BANK INTEREST EARNED $478.48 at 0.375% (Payroll interest is *NOT* considered revenue by the Auditors.) | | |
| ADJUSTMENTS: | $ | 0.00 |
| **RECONCILED BOOK BALANCE** | **$** | **1,034,036.17** |
| TOTAL DIFFERENCE IN BOOK FROM THE BANK | $ | (0.00) |

NOTES:

Bank Statement Reconcilation Report
Ending October 31, 2009
**CSCD ACCOUNT**

| | | |
|---|---|---|
| BALANCE PER BANK | $ | 266,523.90 |
| ADD: | | |
| OUTSTANDING DEPOSITS | $ | 0.00 |
| SUBTRACT: | | |
| OUTSTANDING CHECKS | $ | (11,556.49) |
| **RECONCILED BANK BALANCE** | **$** | **254,967.41** |

| | | |
|---|---|---|
| STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL | $ | 254,874.23 |
| ADD: | | |
| OUTSTANDING DEPOSIT | $ | 0.00 |
| SUBTRACT: | | |
| | $ | 0.00 |
| BANK INTEREST 0.375% | $ | 93.18 |
| **RECONCILED BOOK BALANCE** | **$** | **254,967.41** |
| TOTAL DIFFERENCE IN BOOK FROM THE BANK | $ | (0.00) |

NOTES:

## GENERAL FUND TOTAL REVENUES

| Account Name | | TOTAL October 2009 |
|---|---|---|
| TOTAL TAXES | $ | 316,926.94 |
| TOTAL FEES OF OFFICE | $ | 576,114.24 |
| TOTAL FINES AND FORFEITURES | $ | 350,010.90 |
| TOTAL CHARGES FOR SERVICES | $ | 763,124.10 |
| TOTAL INTERGOVERNMENTAL | $ | 85,847.14 |
| TOTAL INVESTMENT INCOME/OTHER | $ | 225,742.69 |
| **TOTAL REVENUES** | **$** | **2,317,766.01** |

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

## GENERAL FUND TOTAL EXPENSES

| Account Name | TOTAL October 2009 |
|---|---|
| TOTAL GENERAL GOVERNMENT | $ 2,313,190.44 |
| TOTAL PUBLIC SAFETY | $ 5,146,309.99 |
| TOTAL JUDICIAL | $ 899,580.47 |
| TOTAL COMMUNITY SERVICES | $ 997,430.84 |
| **TOTAL EXPENDITURES** | **$ 9,356,511.74** |

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

Plat Approval Revised Final Plat of Corn Hill Commercial, Phase 1

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Nickey Lawrence, Unified Road System |
| Submitted For: | Joe England |
| Department: | Unified Road System |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and consider final plat approval for the revised final plat of Corn Hill Commercial, Phase 1, Pct. 3.

Background

Fiscal Impact

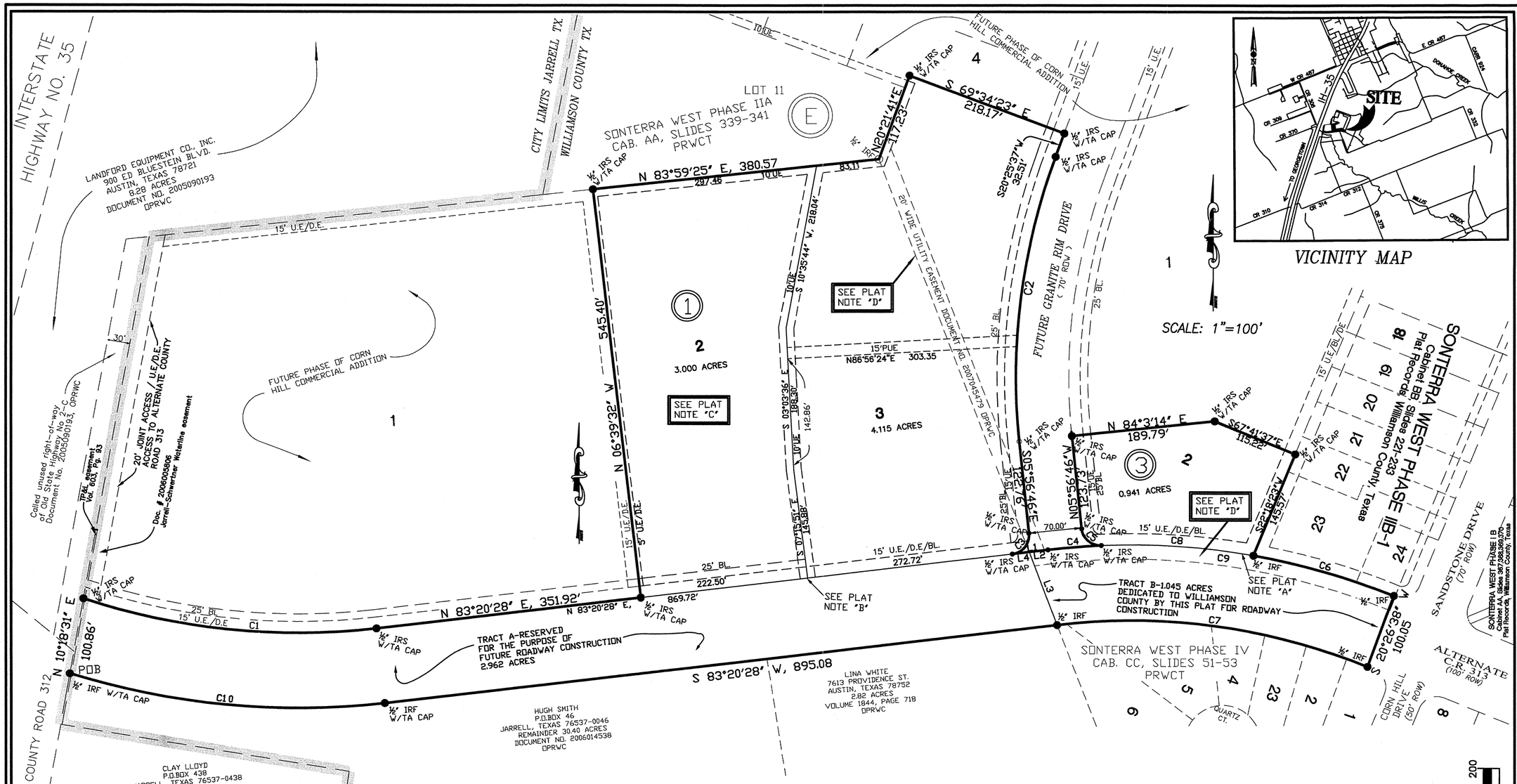
| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|

Attachments

Link: Projects Plats Corn Hill Comm Ph 1

Form Routing/Status

| | |
|---|---|
| Form Started By: Nickey Lawrence | Started On: 11/24/2009 10:01 AM |
| Final Approval Date: 11/24/2009 | |




PLAT NOTE "A"

LOT 2, BLOCK 3 SHALL HAVE A INGRESS/EGRESS ACCESS EASEMENT TO ALTERNATE COUNTY ROAD 313. INGRESS TO LOT 2, BLOCK 3 FROM ALTERNATE COUNTY ROAD 313 SHALL BE BY WESTBOUND TRAFFIC MAKING RIGHT TURNS ONLY. NO LEFT TURNS IN TO LOT 2, BLOCK 3 BY EASTBOUND TRAFFIC WILL BE ALLOWED. EGRESS FROM LOT 2, BLOCK 3 TO ALTERNATE COUNTY ROAD 313 SHALL BE RIGHT TURN (EASTBOUND) ONLY. NO LEFT TURNS ONTO ALTERNATE COUNTY ROAD 313 (WESTBOUND) WILL BE ALLOWED.

PLAT NOTE "B"

LOT 3, BLOCK 1 SHALL HAVE ACCESS ( INGRESS AND EGRESS ) TO AND FROM ALTERNATE COUNTY ROAD 313 BY WAY OF A JOINT ACCESS EASEMENT WITH LOT 2, BLOCK 1. THERE SHALL BE ONE CONNECTION TO ALTERNATE COUNTY ROAD 313 TO BE SHARED BY BOTH LOTS.

PLAT NOTE "C"

A 10' WIDE RIGHT-OF-WAY EASEMENT GRANTED TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION BEING OF RECORD IN VOLUME 524, PAGE 776, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DOES AFFECT THIS PROPERTY BUT IS GRAPHICALLY NON-LOCATABLE BY DESCRIPTION. THIS EASEMENT IS TO BE ABANDONED BY SEPARATE DOCUMENT.

PLAT NOTE "D"

A 20' WIDE PUBLIC UTILITY FACILITIES EASEMENT GRANTED TO SONTERRA MUNICIPAL UTILITY DISTRICT BEING OF RECORD IN DOCUMENT NO. 2007045479, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DOES AFFECT THIS PROPERTY. A PORTION OF THIS EASEMENT IS TO BE RELOCATED INTO THE RIGHT-OF-WAY OF FUTURE GRANITE RIM DRIVE BY SEPARATE DOCUMENT.

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

**OWNER:** THERON D. VAUGHAN & ELLIE B. VAUGHAN
c/o SONTERRA DEVELOPMENT
P.O. BOX 856
JARRELL, TEXAS 76537
(512) 746-4151 (PHONE)
(512) 746-2434 (FAX)

**ENGINEER:** TURLEY ASSOCIATES INC.
301 NORTH THIRD STREET
TEMPLE, TEXAS 76501
(254) 773-2400 (OFFICE)
(254) 773-3998 (FAX)

**SURVEYOR:** TURLEY ASSOCIATES, INC.
301 NORTH THIRD STREET
TEMPLE, TEXAS 76501
(254) 773-2400 (OFFICE)
(254) 773-3998 (FAX)

DEVELOPERS OF INDIVIDUAL LOTS SHALL BE RESPONSIBLE FOR DESIGNING ON SITE DETENTION FACILITIES AS EACH LOT IS DEVELOPED. THESE DETENTION FACILITIES SHALL BE DESIGNED TO RELEASE NO MORE THAN THE PRE-DEVELOPMENT Q FOR THE 2, 25 AND 100 YEAR STORM EVENTS.

BASIS OF BEARINGS-TEXAS STATE PLANE COORDINATE SYSTEM, NAD 1983, CENTRAL ZONE

NORTHERLY CORNER OF ISAAC BUNKER SURVEY BEARS N.13°57'12"E., 5586.58 FEET FROM POINT OF BEGINNING (POB) AS CALCULATED FROM INFORMATION ON PLAT, CABINET AA, SLIDE 367,PRWCT.

○ 1/2" IRON ROD FOUND
● 1/2" IRON ROD SET W/ CAP STAMPED "RPLS #2475"
BL BUILDING SETBACK LINE
UE UTILITY EASEMENT
DE DRAINAGE EASEMENT
POB POINT OF BEGINNING
POC POINT OF COMMENCING
(20) BLOCK DESIGNATION
M PROPOSED CLUSTER MAILBOX

BUILDING SETBACKS (TYP)
FRONT - 25 FEET
REAR - 10 FEET
SIDE - 5 FEET, 15 FEET ADJACENT TO STREET RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 47.50 | S 83°20'28" W |
| L2 | 24.92 | S 83°20'28" W |
| L3 | 103.17 | S 20°53'31" E |
| L4 | 22.58 | N 83°20'28" E |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD | TANG. | DELTA |
| C1 | 392.88 | 905.00 | S 84°13'20" E, 389.80 | 199.58 | 24°52'24" |
| C2 | 384.35 | 835.00 | S 07°14'26" W, 380.96 | 195.64 | 26°22'23" |
| C3 | 38.96 | 25.00 | N 38°41'51" E, 35.13 | 24.69 | 89°17'14" |
| C4 | 70.73 | 920.33 | S 85°17'07" W, 70.71 | 35.38 | 04°24'11" |
| C5 | 37.77 | 25.00 | S 49°13'46" E, 34.28 | 23.55 | 86°34'2" |
| C6 | 193.76 | 920.33 | N 73°53'41" W, 193.40 | 97.24 | 12°03'45" |
| C7 | 418.91 | 820.33 | N 82°17'12" W, 414.38 | 214.13 | 29°15'32" |
| C8 | 202.18 | 920.33 | N 86°13'11" W, 201.78 | 101.50 | 12°35'14" |
| C9 | 466.66 | 920.33 | N 82°23'24" W, 461.68 | 238.46 | 29°03'09" |
| C10 | 422.42 | 1005.00 | S 84°37'04" E, 419.32 | 214.37 | 24°04'56" |

REVISED FINAL PLAT of:

# CORN HILL COMMERCIAL PHASE ONE

## 12.062 ACRES

LOTS 2 & 3, BLOCK 1
LOT 2, BLOCK 3
TRACT A, 2.962 ACRES - RESERVED FOR FUTURE ROADWAY COSTRUCTION
TRACT B, 1.045 ACRES - DEDICATED TO WILLIAMSON COUNTY FOR FUTURE ROADWAY COSTRUCTION
OUT OF AND A PART OF THE ISAAC BUNKER SURVEY, ABSTRACT #54
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

TRACT SURVEYED MARCH 3, 2008


TURLEY ASSOCIATES, INC.
FIRM REGISTRATION NO. F-1658
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
301 N. 3rd ST. TEMPLE, TEXAS
(254) 773-2400 FAX NO. (254) 773-3998
E-MAIL: VDTURLEY@AOL.COM


STATE OF TEXAS REGISTERED MICHAEL E. ALVIS 5402 PROFESSIONAL SURVEYOR

REVISED FINAL PLAT of:
CORN HILL COMMERCIAL PHASE ONE
ISAAC BUNKER SURVEY, ABSTRACT #54
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

DEVELOPED BY:
SONTERRA DEVELOPMENT, LLC.
P.O. BOX 54
11900 IH-35
JARRELL, TEXAS, 76537

| REVISIONS | | |
|---|---|---|
| | | |

| | |
|---|---|
| DATE: | 10/06/09 |
| DRN. BY: | MEA |
| REF.: | - - - |
| FIELD BOOK | - |
| JOB NO.: | 09-302 |
| SHEET | 1 OF 3 |
| COMPUTER DWG. NO. | PHASE1FINAL |

12169-C
DRAWING NUMBER

# REVISED FINAL PLAT OF
# CORN HILL COMMERCIAL PHASE ONE

CORN HILL COMMERCIAL SUBDIVISION PHASE ONE

BEING a 12.062 acre tract of land situated in the ISAAC BUNKER SURVEY, ABSTRACT No. 54, Williamson County, Texas being all of that certain Corn Hill Commercial Phase One subdivision being of record in Cabinet EE, Slides 367-369, Plat Records of Williamson County, Texas and being a 3.075 acre tract of land being a part or portion of that certain 234.25 acre tract of land described in a Warranty Deed dated November 23, 2004 from William J. Schwertner and Felix B. Schwertner, Jr. to Theron D. Vaughan and wife, Ellie B. Vaughan and being of record in Document No. 2004091097, Official Public Records, Williamson County, Texas and being a part or portion of that certain 16.786 acre tract of land described in a Warranty Deed With Vendor's Lien dated March 27, 2008 from Hugh Allen Smith and wife, Jo Annabeth Smith to Theron Vaughan and wife, Ellie Vaughan and being of record in Document No. 2008023727, Official Public Records, Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap stamped "RPLS 2475" found being the southwest corner of the said 16.786 acre tract and being in the east right-of-way line of County Road No. 312 as fenced and evidenced on the ground and being the northwest corner of that certain remainder 30.40 acre tract of land described in a Affidavit of Property Ownership dated February 22, 2006 by Hugh Allen Smith and being of record in Document No. 2006014538, Official Public Records, Williamson County, Texas for corner;

THENCE N. 10° 18' 31" E., 100.86 feet departing said remainder 30.40 acre tract and with the west boundary line of the said 16.786 acre tract ( call N. 10° 18' 31" E., 589.20 feet ) and with the said east right-of-way line of County Road No. 312 and continuing with the east right-of-way line of Old State Highway No. 2-C as fenced and as referenced in a Special Warranty Deed With Vendor's Lien dated November 8, 2005 from Evelyn Gladys Tschoerner et als to Lanford Equipment Co., Inc. and being of record in Document No. 2005090193, Official Public Records of Williamson County, Texas ( said right-of-way being referred to as "unused R.O.W. Old Hwy 81 in said Document No. 2006014538 ) ( said right-of-way appears to have been unused for many years ) to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginning of a non-tangent curve to the left having a radius equals 905.00 feet, chord bearing equals S. 84° 13' 20" E., 389.80 feet, central angle equals 24° 52' 24" for corner;

THENCE departing the said east right-of-way line and the said west boundary line and over and across the said 16.786 acre tract the following three ( 3 ) calls:

1) 392.88 feet along the arc of said curve to the left to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

2) N. 83° 20' 28" E., 351.92 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

3) N. 06° 39' 32" W., 545.40 feet to a ½" iron rod with cap stamped "RPLS 2475" set being in the north boundary line of the said 16.786 acre tract and being in the south boundary line of that certain 6.431 acre tract of land described as Sonterra West Phase II A according to the map or plat of record in Cabinet AA, slides 339-341, Plat records of Williamson County, Texas for corner;

THENCE N. 83° 59' 25" E., 380.57 feet with the said north boundary line ( calls N. 83° 59' 25" E., 447.16 feet ) and the said south boundary line ( calls S. 83° 58' 03" W., 447.22 feet ) to a ½" iron rod found being the southeast corner of thesaid 6.431 acre tract for corner;

THENCE departing the said north boundary line and with the east boundary line of the said 6.431 acre tract and continuing over and across the said 234.25 acre tract and continuing over and across the said 16.786 acre tract the following fifteen ( 15 ) calls:

1) N. 20° 21' 41" E., 117.23 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

2) S. 69° 34' 23" E., 218.17 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

3) S. 20° 25' 37" W., 32.51 feet to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginning of a non-tangent curve to the left having a radius equals 835.00 feet, chord bearing equals S. 07° 14' 26" W., 380.96 feet, central angle equals 26° 22' 23" for corner;

4) 384.35 feet along the arc of said curve to the left to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

5) S. 05° 56' 46" E., 122.76 feet to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginning of a curve to the right having a radius equals 25.00 feet, chord bearing equals S. 38° 41' 51" W., 35.13 feet, central angle equals 89° 17' 14" for corner;

6) 38.96 feet along the arc of said curve to the right to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

7) N. 83° 20' 28" E., 47.50 feet to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginning of a non-tangent curve to the right having aradius equals 920.33 feet, chord bearing equals N. 85° 17' 08" E., 70.71 feet, central angle equals 04° 24' 11" for corner;

8) 70.73 feet along the arc of said curve to the right to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginning of a non-tangent curve to the right having a radius equals 25.00 feet, chord bearing equals N. 49° 13' 46" W., 34.28 feet, central angle equals 86° 34' 00" for corner;

9) 37.77 feet along the arc of said curve to the right to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

10) N. 05° 56' 46" W., 123.73 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

11) N. 84° 03' 14" E., 189.79 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

12) S. 67° 41' 37" E., 115.22 feet to a ½" iron rod with cap stamped "RPLS 2475" set being in the west boundary line of that certain 6.172 acre tract of land described as Sonterra West Phase IIB-1 and being of record in Cabinet BB, Slides 221-223, Plat Records of Williamson County, Texas for corner;

13) S. 22° 18' 23" W., 145.57 feet with the said west boundary line ( calls N. 22° 16' 16" E., 961.68 feet ) to a ½" iron rod found being the southwest corner of the said 6.172 acre tract and being at the beginning of a non-tangent curve to the right having a radius equals 920.33 feet, chord bearing equals S. 73° 53' 41" E., 193.40 feet, central angle equals 12° 03' 45" for corner;

14) 193.76 feet along the arc of said curve to the right and with the south boundary line of the said 6.172 acre tract to a ½" iron rod found being the most southerly southeast corner of the said 6.172 acre tract for corner;

15) S. 20° 26' 38" W., 100.05 feet departing the said south boundary line to a ½" iron rod found being in the north boundary line of that certain 28.339 acre tract of land described as Sonterra West Phase IV according to the map or plat of record in Cabinet CC, Slides 51-53, Plat Records of Williamson County, Texas and being at the beginning of a non-tangent curve to the left having a radius equals 820.33 feet, chord bearing equals N. 82° 17' 12" W., 414.38 feet, central angle equals 29° 15' 32" for corner;

THENCE 418.91 feet along the arc of said curve to the left to a ½" iron rod found being the northwest corner of the said 28.339 acre tract and being in the west boundary line of the said 234.25 acre tract and being the northeast corner of that certain 2.82 acre tract of land described in a Deed to Lina White, et al and being of record in Volume 1844, Page 718, Official Public Records, Williamson County, Texas and being the southeast corner of the said 16.786 acre tract for corner;

THENCE departing the said 234.25 acre tract and the said 28.339 acre tract and with the south boundary line of the said 16.786 acre tract the following two (2) calls:

1) S. 83° 20' 28" W., with the north boundary line of the said 2.82 acre tract at 386.58 feet pass a ½" iron rod found being the northwest corner of the said 2.82 acre tract and continuing with the north boundary line of the said remainder 30.40 acre tract at 895.08 feet in all to a ½" iron rod with cap stamped "RPLS 2475" found being at the beginning of a curve to the right having a radius equals 1005.00 feet ( calls 1005.00 feet ), chord bearing equals N. 84° 37' 04" W., 419.32 feet ( calls N. 84° 37' 04" W., 419.32 feet ), central angle equals 24° 04' 57" ( calls 24° 04' 57" ) for corner;

2) 422.42 feet along the arc of said curve to the right ( calls 422.42 feet ) to the Point of BEGINNING and containing 12.062 acres of land.

TRACT B - RIGHT-OF-WAY DEDICATION TO WILLIAMSON COUNTY

BEING a 1.045 acre tract of land situated in the ISAAC BUNKER SURVEY, ABSTRACT No. 54, Williamson County, Texas and being a part or portion of that certain 234.25 acre tract of land described in a Warranty Deed dated November 23, 2004 from William J. Schwertner and Felix B. Schwertner, Jr. to Theron D. Vaughan and wife, Ellie B. Vaughan and being of record in Document No. 2004091097, Official Public Records, Williamson County, Texas and being a part or portion of the above described 9.239 acre tract and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found being the southeast corner of the above mentioned 16.786 acre tract and being the northeast corner of the above mentioned 2.82 acre tract and being the northwest corner of the above mentioned 28.339 acre tract and being in the south boundary line of the above described 9.239 acre tract for corner;

THENCE N. 20° 53' 51" W., 103.17 feet departing the said 2.82 acre tract and the said 28.339 acre tract and the said south boundary line and with the east boundary line of the said 16.786 acre tract to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE N. 83° 20' 28" E., 24.92 feet departing the said east boundary line to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginning of a curve to the right having a radius equals 920.33 feet, chord bearing equals S. 82° 23' 23" E., 461.88 feet, central angle equals 29° 03' 09" for corner;

THENCE 466.66 feet along the arc of said curve to the right to a ½" iron rod found being the most southerly southeast corner of the above mentioned 6.172 acre tract and being an exterior ell corner in the east boundary line of the above described 9.239 acre tract for corner;

THENCE S. 20° 26' 38" W., 100.05 feet with the said east boundary line to a ½" iron rod found being the southeast corner of the above described 9.239 acre tract and being in the north boundaruy line of the above mentioned 28.339 acre tract and being at the beginning of a non-tangent curve to the left having a radius equals 820.33 feet, chord bearing equals N. 82° 17' 12" W., 414.38 feet, central angle equals 29° 15' 32" for corner;

THENCE 418.91 feet along the arc of said curve to the left with the said north boundary line and with the south boundary line of the said 9.239 acre tract to the Point of BEGINNING and containing 1.045 acres of land.

. . . . . .

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

Michael E. Alvis, R.P.L.S. No. 5402
October 6, 2009

bearing base: Texas State Plane Coordinate System, NAD 1983, Central Zone.

See attached surveyors sketch that accompanies this set of field notes. (ref: Turley Associates, Inc. drawing no. 12169-C)

STATE OF TEXAS · REGISTERED · MICHAEL E. ALVIS 5402 · PROFESSIONAL LAND SURVEYOR

## GENERAL NOTES

1. TOTAL ACRES: 12.062 ACRES
2. NUMBER OF LOTS: 3
3. NUMBER OF BLOCKS: 2
4. AREA OF SMALLEST LOT: 0.941 AC. – 40990 SQ. FT.
5. PROPOSED USES: COMMERCIAL

LAND USE SUMMARY

| | |
|---|---|
| DETENTION AREA | 0 AC. |
| PARK | 0 AC. |
| COMMERCIAL LOTS | 8.056 AC. |
| RESIDENTIAL LOTS | 0 AC. |
| SUBDIVISION RIGHT-OF-WAY – | 0 AC. |

TRACT A – 2.962 ACRES – RESERVED FOR FUTURE ROADWAY CONSTRUCTION
TRACT B – 1.045 ACRES – DEDICATED TO WILLIAMSON COUNTY FOR RIGHT-OF-WAY PURPOSES

6. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE ELEVATION OF ALL SLABS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF 10 FEET.

7. THIS TRACT IS NOT LOCATED IN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER RECHARGE ZONE.

8. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

9. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

10. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

11. EACH LOT IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE CONDITIONS. ANY CHANGES IN SURFACE DRAINAGE PATTERNS WILL REQUIRE THE APPROVAL OF THE PROPER REGULATORY AUTHORITY.

12. THE ELECTRIC SERVICE PROVIDER IS BARTLETT ELECTRIC COMPANY.

13. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCE.

14. CONSTRUCTION OF IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION TO BE RECORDED BY SEPARATE INSTRUMENT IN THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

15. DRIVEWAY ACCESS IS PROHIBITED FROM ALL LOTS TO SIDE AND REAR STREETS. ALL DRIVEWAYS WILL ACCESS FRONTING AND INTERNAL STREETS WITHIN THE SUBDIVISION.

16. NO STRUCTURE OR IMPROVEMENT ON ANY LOT SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO A PUBLIC OR PRIVATE WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ).

17. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO A COLLECTIVE PUBLIC OR PRIVATE WASTEWATER SYSTEM AS PERMITTED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

18. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES, RULES, REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS OR THE CITY OF JARRELL, TEXAS, WHICHEVER ARE IN EFFECT OR ARE MORE STRINGENT AND APPLICABLE TIME THAT THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

19. WATER AND SEWER SERVICE: "WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SONTERRA MUNICIPAL UTILITY DISTRICT."

20. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ), WILLIAMSON COUNTY (IF ANY ARE APPLICABLE) OR THE CITY OF JARRELL (IF ANY ARE APPLICABLE).
PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES, AS APPROPRIATE, AT THE TIME SUCH PLANS ARE PREPARED.

21. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.

22. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

23. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS.

"IN ACCORDANCE WITH SECTION B10.1 OF WILLIAMSON COUNTY'S SUBDIVISION REGULATIONS, STORMWATER MANAGEMENT FACILITIES FOR 2, 10 & 100-YEAR FLOOD EVENTS IS REQUIRED FOR EACH NON-RESIDENTIAL LOT SHOWN HEREON. AN EXCEPTION TO THIS REQUIREMENT MAY BE GRANTED IF IT CAN BE SHOWN THAT DOWNSTREAM PROPERTY IS NOT ADVERSELY AFFECTED BY RUNOFF FROM THE ACCUMULATIVE DEVELOPMENT ACTIVITIES WITHIN THIS SUBDIVISION."


TURLEY ASSOCIATES, INC.
FIRM REGISTRATION NO. F-1658
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400
E-MAIL: VDTURLEY@AOL.COM FAX NO. (254) 773-3998


REVISED FINAL PLAT of:
CORN HILL COMMERCIAL PHASE ONE
ISAAC BUNKER SURVEY, ABSTRACT #54
A SUBDIVISION IN
WILLIAMSON COUNTY, TEXAS

DEVELOPED BY:
SONTERRA DEVELOPMENT, LLC.
P.O. BOX 54
11900 IH-35
JARRELL, TEXAS, 76537

| | REVISIONS | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

DATE: 10/06/09
DRN. BY: MEA
REF.:
FIELD BOOK –
JOB NO.: 09-302
SHEET 2 OF 3
COMPUTER DWG. NO. PHASE1FINAL

12169-C
DRAWING NUMBER

# REVISED FINAL PLAT OF
# CORN HILL COMMERCIAL PHASE ONE

## OWNER APPROVAL AND DEDICATION:

STATE OF TEXAS *

* KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON *

THAT WE, THERON D. VAUGHAN AND ELLIE B. VAUGHAN, OWNERS OF 12.062 ACRES OF LAND LOCATED OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NUMBER 54, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CORN HILL COMMERCIAL PHASE ONE SUBDIVISION OF RECORD IN CABINET EE, SLIDES 367–369, PLAT RECORD OF WILLIAMSON COUNTY, TEXAS AND A 3.075 ACRE TRACT BEING A PORTION OF THAT CERTAIN 234.25 ACRE TRACT CONVEYED TO US BY DEED OF RECORD IN DOCUMENT NUMBER 2004091097 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OR PORTION OF THAT CERTAIN 16.786 ACRE TRACT OF LAND CONVEYED TO US BY DEED OF RECORD IN DOCUMENT NUMBER 2008023727, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY,TEXAS , DO HEREBY SUBDIVIDE SAID 12.062 ACRES OF LAND IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "REVISED FINAL PLAT OF CORN HILL COMMERCIAL PHASE ONE " AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WE UNDERSTAND THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 26 DAY OF October, 2009 A.D.

THERON D. VAUGHAN
P.O. BOX 371
GEORGETOWN, TX. 78627

ELLIE B VAUGHAN
P.O. BOX 371
GEORGETOWN, TX. 78627

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THERON D. VAUGHAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

10/26/09 _____
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME OF NOTARY AND STAMP

_____
DATE NOTARY COMMISSION EXPIRES

ANDREW T. BILGER
Notary Public, State of Texas
My Commission Expires
September 12, 2010

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ELLIE B. VAUGHAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT SHE EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

10/26/09 _____
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME OF NOTARY AND STAMP

_____
DATE NOTARY COMMISSION EXPIRES

ANDREW T. BILGER
Notary Public, State of Texas
My Commission Expires
September 12, 2010

AND

STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT First Texas Bank, THE LIEN HOLDER OF THAT CERTAIN 234.25 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2004091097 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND OF THAT CERTAIN 16.786 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2008023727 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 12.062 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

First Texas Bank
P.O. Box 649
Georgetown, Tx 78627

BY:
Mark E. Lehnick, Executive V.P. + CLO
MARK E. LEHNICK

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Mark E. Lehnick, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

10-27-09 _____
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME OF NOTARY AND STAMP

_____
DATE NOTARY'S COMMISSION EXPIRES

LINDA KILPATRICK
NOTARY PUBLIC
MY COMMISSION EXPIRES
August 21, 2012

## ENGINEER'S STATEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, VICTOR TURLEY, AM AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON CO., TX. AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) NO. 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TEXAS, THIS DAY 6TH OF October, 2009 A.D.

VICTOR D. TURLEY, P.E.
STATE OF TEXAS NO. 32525
TURLEY ASSOCIATES, INC.
301 NORTH THIRD STREET
TEMPLE, TEXAS, 76501
(254) 773–2400 OFFICE
(254) 773–3998 FAX

STATE OF TEXAS
VICTOR D. TURLEY
32525
REGISTERED
PROFESSIONAL ENGINEER

## SURVEYOR'S STATEMENT

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION OF THE PROPERTY LEGALLY DESCRIBED HEREON. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

MICHAEL E. ALVIS, R.P.L.S. No. 5402 DATE 10/6/09
TURLEY ASSOCIATES, INC.
301 NORTH THIRD STREET
TEMPLE, TEXAS 76501
(254) 773–2400 OFFICE
(254) 773–3998 FAX

STATE OF TEXAS
REGISTERED
MICHAEL E. ALVIS
5402
PROFESSIONAL
LAND SURVEYOR

## HEALTH DEPARTMENT APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLATS AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER PLAN REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON FLOOD PLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

PAULO PINTO DATE 10/7/09
DIRECTOR OF ENVIRONMENTAL SERVICES
WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

APPROVAL OF POSTMASTER FOR LOCATION OF MAILBOX CLUSTERS DELINEATED HEREON.

POSTMASTER

DATE OF SIGNATURE 11-3-09

APPROVAL OF ADDRESS COORDINATOR FOR STREET NAMES SHOWN HEREON.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

DATE OF SIGNATURE OCT 7, 2009

## OWNERS RESPONSIBILITY

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL, AT THEIR OWN EXPENSE, ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS *

* KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON *

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
DAN A. GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS *

* KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON *

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____,2009 A.D., AT O'CLOCK, __M., AND DULY RECORDED THIS THE _____DAY OF _____, 2009 A.D., AT _____ O'CLOCK __M.,

IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDES _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY


TURLEY ASSOCIATES, INC.
FIRM REGISTRATION NO. F-1658
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400 FAX NO. (254) 773-3998
E-MAIL: VDTURLEY@AOL.COM


REVISED FINAL PLAT OF:
CORN HILL COMMERCIAL PHASE ONE
ISAAC BUNKER SURVEY, ABSTRACT #54
A SUBDIVISION IN
WILLIAMSON COUNTY, TEXAS

DEVELOPED BY:
SONTERRA DEVELOPMENT, LLC.
P.O. BOX 54
11900 IH-35
JARRELL, TEXAS, 76537

| | REVISIONS | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|---|---|
| DATE: | 10/06/09 |
| DRN. BY: | MEA |
| REF.: | |
| FIELD BOOK | - |
| JOB NO.: | 09-302 |
| SHEET | 3 OF 3 |
| COMPUTER DWG. NO. | PHASE1FINAL |

12169–C
DRAWING NUMBER

Final Plat Estates of Walburg Subdivision
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Nickey Lawrence, Unified Road System |
| Submitted For: | Joe England |
| Department: | Unified Road System |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and consider final plat approval of Estates of Walburg Subdivision, Pct. 4.

Background

Fiscal Impact

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

Attachments

Link: Projects Plats Estates of Walburg

Form Routing/Status

| | |
|---|---|
| Form Started By: Nickey Lawrence | Started On: 11/24/2009 10:04 AM |
| Final Approval Date: 11/24/2009 | |

# FINAL PLAT OF
# ESTATES OF WALBURG SUBDIVISION
## 97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818, WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYTEM NAD(83)93

FRANK R. KNAPEK, et al
300 F.M. 619
TAYLOR, TX 76574
DOC. NO. 2006009582 O.P.R.W.C.

CAROLENA CAPITAL CORPORATION
901 W. 9TH ST #505
AUSTIN, TX 78703
DOC. NO. 200605639 O.P.R.W.C.

RUFINO & MARIBELLA MARTINEZ
1402 CR 324
GRANGER, TX 76530
DOC. NO. 2006065983 O.P.R.W.C.

CHARLES A. HAJOVSKY & DEBORA FRAZIER
1050 CR 324
GRANGER, TX 76530
DOC. NO. 200204250 O.P.R.W.C.

N 68°48'35" E 1512.80'
1504.65'

N 68°48'31" E 973.09'

N 68°48'31" E 973.56'

N 68°48'31" E 974.03'

N 68°48'31" E 974.50'

S 68°48'31" W 974.97'

N 68°48'31" E 1506.65'

N 68°48'31" E 1096.96'

N 68°48'31" E 687.27'

N 68°48'31" E 531.62'

S 21°31'35" E 1407.03'

N 21°24'05" W 561.76'

S 21°24'02" E 531.73'

S 21°24'02" E 325.32'

1
7.53 ACRES
327,842 SQ. FT.

2
4.79 ACRES
208,541 SQ. FT.

3
4.79 ACRES
208,644 SQ. FT.

4
5.01 ACRES
218,142 SQ. FT.

5
4.79 ACRES
208,745 SQ. FT.

6
4.75 ACRES
208,855 SQ. FT.

7
6.27 ACRES

8
5.67 ACRES

9
7.04 ACRES

JOINT USE ESMT. AND P.U.E.

WILLIAMSON COUNTY ROAD 324

2" IRON PIPE FOUND

51.89'

100' BUILDING SETBACK LINE FROM CENTERLINE OF DITCH

100' SANITARY ESMT. & OSSF SETBACK

8.15' ADDITIONAL R.O.W. HEREBY DEDICATED

POND

DITCH

15' P.U.E.

25' B.L.

50' B.L.

30.00'

214.26'

214.27'

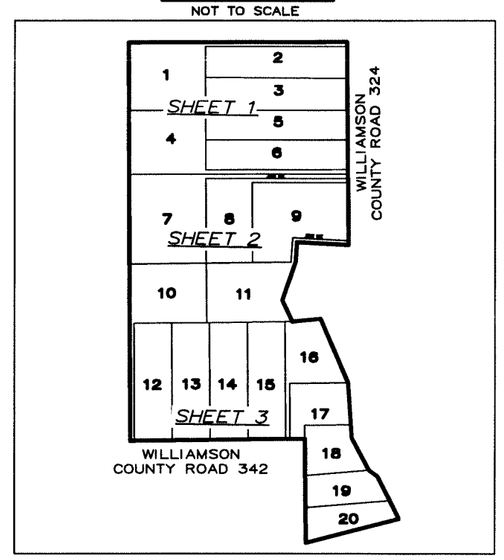
103.21'

111.05'

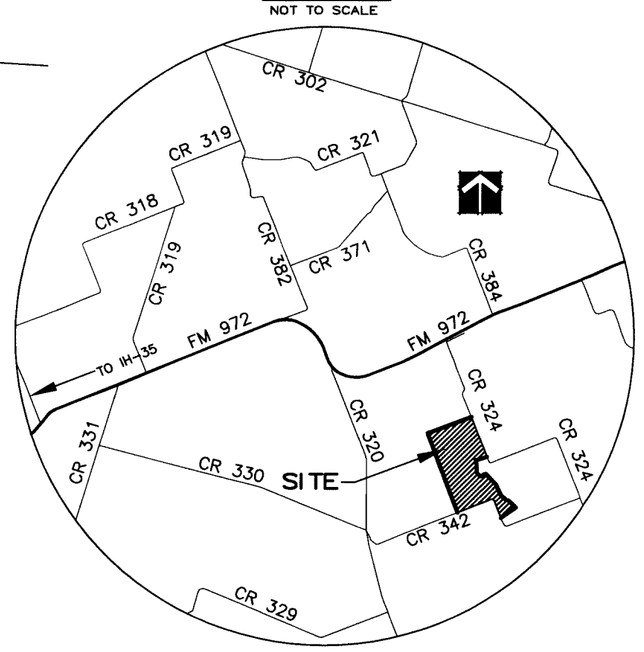
355.32'

| TOTAL ACRES: | 97.34 ACRES |
|---|---|
| NO. OF LOTS: | 20 LOTS |
| NO. OF BLOCKS: | 1 |
| AREA OF SMALLEST RESIDENTIAL LOT: | 2.13 ACRES |
| PROPOSED USE: | SINGLE FAMILY RESIDENTIAL |
| OWNER: | WALBURG LAND CO., INC., A TEXAS CORPORATION<br>3613 WILLIAMS DRIVE, SUITE 903<br>GEORGETOWN, TX 78628 |
| SURVEYOR: | CASTLEBERRY SURVEYING, LTD.<br>3613 WILLIAMS DRIVE, SUITE 903<br>GEORGETOWN, TX 78628<br>(512) 930-1600 / (512) 930-9389 fax |
| ENGINEER: | Coulter Engineering<br>CIVIL ENGINEERS<br>595 ROUND ROCK WEST DRIVE, STE. 101<br>ROUND ROCK, TEXAS 78681<br>(512) 248-1800 VOICE<br>(512) 248-9903 FAX |

## SHEET INDEX
NOT TO SCALE




## SITE MAP
NOT TO SCALE




## LEGEND

| | |
|---|---|
| ● | 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED) |
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| o | 3/4" IRON PIPE FOUND |
| ☼ | COTTON SPINDLE |
| Ⓦ | PROPOSED WELL SITE |
| B.L. | BUILDING SETBACK LINE |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| P.R.W.C. | PLAT RECORDS WILLIAMSON CO. |

## LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S 17°11'10" E | 140.50' |
| L2 | S 46°05'49" E | 163.31' |
| L3 | S 75°15'11" E | 75.50' |
| L4 | S 66°11'00" E | 63.51' |
| L5 | S 30°49'10" E | 39.78' |
| L6 | S 42°44'56" W | 38.72' |

## CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|---|---|---|---|---|---|
| C1 | 18°37'08" | 237.20 | 77.08 | 76.74 | N 31°03'51" W |
| C2 | 16°54'08" | 237.20 | 69.97 | 69.72 | S 76°47'24" W |


Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com




DRAWING FILE: R:\2007_PROJECTS\70006-00_98 Ac of the I & GNRR Co Svy\DRAWINGS\PLAT\ 70006_FINAL_PLAT_20090924.DWG Oct 22, 2009 – 11:18 am jamie

FINAL PLAT OF

# ESTATES OF WALBURG SUBDIVISION

97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818,
WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYTEM NAD(83)93

4 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16

7
6.27 ACRES
273,058 SQ. FT.

8
5.67 ACRES
246,830 SQ. FT.

9
7.04 ACRES
306,783 SQ. FT.

10
5.96 ACRES
259,594 SQ. FT.

11
6.11 ACRES
266,234 SQ. FT.

JOINT USE ESMT. AND P.U.E.

S 68°48'31" W 974.97'
N 68°48'31" E 1506.65'
N 68°48'31" E 1096.96'
N 68°48'31" E 687.27'

N 21°24'05" W 2757.88'
588.08'
S 21°24'02" E 554.08'
S 21°24'02" E 520.07'
S 21°43'01" E 442.05'
399.18'
51.89'
30.00'
30.00'
8.15'
30.33'
8.16'

S 72°04'41" W 378.37'
350.64'
S 72°05'46" W 358.80'
S 17°10'29" E 139.89'
S 20°15'18" E 276.56'
N 63°15'13" E 197.15'
49.68'
S 44°15'37" E 401.68'

N 68°14'55" E 531.62'
409.76'
121.86'
287.90'
300.16'
N 68°14'55" E 588.06'

N 68°15'36" E 504.05'
261.26'
261.30'
261.33'
261.37'
18.50'
N 68°15'36" E 590.88'

L1
L2
L4

15' P.U.E.
25' B.L.
50' B.L.
50.0'
100' SANITARY ESMT. & OSSF SETBACK
OSSF SETBACK
DITCH
POND
100' BUILDING SETBACK LINE FROM CENTERLINE OF DITCH
8.15' ADDITIONAL R.O.W. HEREBY DEDICATED

WILLIAMSON COUNTY ROAD 324

DEBORA FRAZIER & CHARLES A. HAJOVSKY
1050 CR 324
GRANGER, TX 76530
DOC. NO. 9746886
O.P.R.W.C.

JAY REID ZRUBEK
1201 CR 324
GRANGER, TX 76530
DOC. NO. 2008005340
O.P.R.W.C.

CAROLENA CAPITAL CORPORATION
901 W. 9TH ST #505
AUSTIN, TX 78703
DOC. NO. 2006055639 O.P.R.W.C.

1242

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com



DRAWING FILE: R:\2007_PROJECTS\70006-00_98 Ac of the I & GNRR Co Svy\DRAWINGS\PLAT\ 70006_FINAL_PLAT_20090924.DWG Oct 22, 2009 – 11:18 am jamie

# FINAL PLAT OF
# ESTATES OF WALBURG SUBDIVISION

97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818, WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYTEM NAD(83)93

10
4.80 ACRES
209,099 SQ. FT.

11
12
4.80 ACRES
209,113 SQ. FT.

13
4.80 ACRES
209,118 SQ. FT.

14
4.81 ACRES
209,598 SQ. FT.

15
3.02 ACRES
131,394 SQ. FT.

16
3.01 ACRES
131,122 SQ. FT.

17
3.41 ACRES
148,473 SQ. FT.

18
3.15 ACRES
137,092 SQ. FT.

19
2.13 ACRES
92,864 SQ. FT.

20

POND

DITCH

100' BUILDING SETBACK LINE FROM CENTERLINE OF DITCH

100' SANITARY ESMT. & OSSF SETBACK

25' B.L.

50' B.L.

15' P.U.E.

7.5' P.U.E.

N 68°15'36" E 504.05'

N 68°15'36" E 590.88'

N 63°15'13" E 197.15'

S 44°15'33" E 486.57'

S 24°56'58" E 377.00'

N 67°56'56" E 314.84'

S 49°13'45" E 252.46'

S 47°41'14" E 329.35'

N 64°00'51" E 430.52'

N 54°24'59" E 584.42'

S 54°24'59" W 666.69'

S 68°14'43" W 1208.60'

N 68°14'43" E 372.02'

S 21°24'05" E 800.39'

S 21°24'05" E 800.33'

S 21°24'05" E 800.26'

S 21°24'05" E 800.19'

S 21°24'02" E 810.48'

S 21°24'02" E 456.53'

N 21°39'40" W 722.76'

N 21°39'40" W 177.01'

1242.36'

401.68'

84.89'

199.76'

177.23'

153.41'

175.98'

252.46'

329.35'

653.77'

154.54'

151.11'

103.34'

170.00'

261.26'

261.30'

261.33'

261.37'

49.68'

18.50'

10.36'

30.00'

22.35'

27.24'

12.92'

P.O.B.

APPROXIMATELY 1226.83' TO THE SW CORNER OF THE I. & G.N. R.R. CO. SURVEY

WILLIAMSON COUNTY ROAD 342

ADDITIONAL R.O.W. HEREBY DEDICATED

CAROLENA CAPITAL CORPORATION
901 W. 9TH ST #505
AUSTIN, TX 78703
DOC. NO. 2006055639 O.P.R.W.C.

JERRY R. VRABEL
3600 CR 329
GRANGER, TX 76530
502/334 D..R.W.C.

JAY REID ZRUBEK
1201 CR 324
GRANGER, TX 76530
DOC. NO. 2008005340
O.P.R.W.C.

LAMAR ZRUBEK, et al
950 CR 124
GEORGETOWN, TX 78626
DOC. NO. 2007026071
O.P.R.W.C.

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET 3 OF 5

DRAWING FILE: R:\2007_PROJECTS\70006-00_98 Ac of the I & GNRR Co Svy\DRAWINGS\PLAT\ 70006_FINAL_PLAT_20090924.DWG Oct 22, 2009 – 11:18 am jamie

# FINAL PLAT OF
# ESTATES OF WALBURG SUBDIVISION
## 97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818, WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES:

97.34 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas, out of the I & GNRR Survey, Abstract No. 818 and being all of that tract of land described as 97.893 acres (Tract 1) in a Warranty Deed with Vendor's Lien, granted to Clyde C. Castleberry, Jr, dated March 29, 2007, and recorded in Document No. 2007026071 of the Official Public Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pipe found in the north line of Williamson County Road 342, for the southwest corner of said Castleberry tract and the southwest corner that tract of land described as 109.17 acres in Deed conveyed to R. R. Zrubek, et ux, dated October 14, 1947 and recorded as Volume 344 Page 404 Williamson County Deed Records and the southeast corner of that tract of land described as 148.690 acres in Warranty Deed conveyed to Carolena Capital Corporation, dated June 30, 2006 and recorded as Document No. 2006055639 of said Official Public Records and the southwest corner of this tract;

THENCE: N 21°24'05" W 2757.88 feet with the east line of said Carolena Capital Corporation and and the west line of said Castleberry tract and this tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the south line of that tract of land described as 112.56 acres in Special Warranty Deed conveyed to Frank R. Knapek, et al, dated December 16, 2005 and recorded in Document No. 2006009682 of said Official Public Records for the northwest corner of said Castleberry tract and this tract;

THENCE: N 68°48'35" E 1512.80 feet with the north line of said Castleberry tract and the south line of said Knapek tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the west line of Williamson County Road 324 for the southeast corner of said Knapek tract and the northeast corner of said Castleberry tract and this tract;

THENCE: S 21°31'35" E 1407.03 feet with the east line of said Castleberry tract and the west line of said Williamson County Road 324 to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set for the northeast corner of that tract of land described as 11.269 acres in Warranty Deed conveyed to Jay Reid Zrubek, dated January 22, 2008 and recorded in Document No. 2008005340 of said Official Public Records;

THENCE: S 72°05'46" W 358.80 feet with the east line of said Castleberry tract and the north line of said 11.269 acre Zrubek tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set for an angle point of said 11.269 acre Zrubek tract and this tract;

THENCE: with the east line of said Castleberry tract and the west line of said 11.269 acre Zrubek tract in the following nine (9) courses:

1. S 17°11'10" E 140.50 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
2. S 02°15'18" E 276.56 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
3. S 46°05'49" E 163.31 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
4. N 63°15'13" E 197.15 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
5. S 44°15'33" E 486.57 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
6. S 24°56'58" E 377.00 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
7. S 49°13'45" E 252.46 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set
8. S 75°15'11" E 75.50 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
9. S 47°41'14" E 329.35 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the north line of that tract described as 0.597 acre (Tract 4, Save and Except tract) in said Document No. 2007026071 for the southwest corner of said 11.269 acre Zrubek tract and the southeast corner of said Castleberry tract and this tract;

THENCE: S 54°24'59" W 666.69 feet with the south line of said Castleberry tract, and the north line of said 0.597 acre tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the north line of said Williamson County Road 342 for the northwest corner of said 0.597 acre tract and the southernmost corner of said Castleberry tract and this tract;

THENCE: with the north line of said Williamson County Road 342 and the west line of said Castleberry tract in the following two (2) courses:

1. N 21°39'40" W 722.76 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
2. S 68°14'43" W 1208.60 feet to the Point of Beginning.

**SURVEYOR'S CERTIFICATION:**

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, KENNETH LOUIS CRIDER., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE "PROFESSIONAL LAND SURVEYING ACT" OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNETH LOUIS CRIDER DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · KENNETH LOUIS CRIDER · 5624 · PROFESSIONAL · LAND SURVEYOR

**ENGINEER'S CERTIFICATION:**

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C0325 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

JAMES B. COULTER 30 Oct, 2009 DATE
REGISTERED PROFESSIONAL ENGINEER NO. 57922
STATE OF TEXAS

STATE OF TEXAS · JAMES B. COULTER · 57922 · REGISTERED · PROFESSIONAL ENGINEER

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 — Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com



DRAWING FILE: R:\2007_PROJECTS\70006-00_98 Ac of the I & GNRR Co Svy\DRAWINGS\PLAT\ 70006_FINAL_PLAT_20090924.DWG Oct 22, 2009 - 11:18 am jamie

# FINAL PLAT OF
# ESTATES OF WALBURG SUBDIVISION
## 97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818, WILLIAMSON COUNTY, TEXAS

**OWNER'S CERTIFICATION:**

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

THAT WALBURG LAND CO., INC., A TEXAS CORPORATION, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2007029429, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **ESTATES OF WALBURG SUBDIVISION**.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

PLS. 10/22/09

WALBURG LAND CO., INC., A TEXAS CORPORATION
BY: CLYDE C. CASTLEBERRY, JR. PRESIDENT
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX, 78628

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 22ND DAY OF OCTOBER, 2009, PERSONALLY APPEARED CLYDE C. CASTLEBERRY, JR., KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

BRETT A. BUTTS
PRINTED NAME OF NOTARY AND NOTARY STAMP

MARCH 20, 2013
DATE NOTARY COMMISSION EXPIRES

BRETT A. BUTTS
Notary Public, State of Texas
My Commission Expires
March 20, 2013

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT TOTAL ASSETS RETURN, L.C. R THE LIEN HOLDER OF **97.34** ACRES, RECORDED IN DOCUMENT NO. 2007029429, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF SAID **97.34 ACRES**, SITUATED IN THE WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

Bob Browder, VP 10/28/09

TOTAL ASSETS RETURN, L.C.
BY:
BOB BROWDER, VICE PRESIDENT
15 N. MAIN STREET
TEMPLE, TX 76501
254-774-8333 EXT.262
254-774-9353 FAX

STATE OF TEXAS § BELL
COUNTY OF ~~WILLIAMSON~~ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28TH DAY OF October, 2009. ~~BY BRIAN TUERFF.~~

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:
MY COMMISSION EXPIRES:

JOHNYE J. HARRIMAN
Notary Public - State of Texas
Commission Expires: 08/25/10

**OWNERS RESPONSIBILITY:**

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

**ROAD WIDENING:**

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

**LIEN FREE RIGHT OF WAY:**

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

**PLAT NOTES:**

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
4. WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELLS AND OSSF'S.
5. ALL DRIVEWAYS SHALL BE DIP-TYPE.
6. ACCESS TO LOTS 4, 7 AND 8 FROM CR 324 SHALL CONSIST OF ONE (1) JOINT USE DRIVEWAY.
7. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0325 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
8. NO STRUCTURE OF LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
9. ANY TRACT WITH LESS THAN 50 FEET OF FRONTAGE TO A PUBLIC ROAD IS HEREBY RESTRICTED FROM ANY FURTHER SUBDIVISION.

**MAIL BOXES:**

WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

**WILLIAMSON COUNTY 911 ADDRESSING:**

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 2 DAY OF November 2009 A.D.

Teresa Baxa
WILLIAMSON COUNTY ADDRESS COORDINATOR

**HEALTH DISTRICT:**

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLIAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 313 SUBCHAPTER A SS131.1-313.15. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

10/27/09
DATE

**COUNTY JUDGE'S APPROVAL:**

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, DAN A. GATTIS, SR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, SR., COUNTY JUDGE WILLIAMSON COUNTY, TEXAS — DATE APPROVED — DATE SIGNED

**COUNTY CLERK'S APPROVAL:**

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE DAY OF _____, 20____A.D., AT _____ O'CLOCK, ___.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDE _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY:_____ DEPUTY

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com



DRAWING FILE: R:\2007_PROJECTS\70006-00_98 Ac of the I & GNRR Co Svy\DRAWINGS\PLAT\ 70006_FINAL_PLAT_20090924.DWG Oct 22, 2009 – 11:19 am jamie

EMS New Member Recognition

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Kenny Schnell, EMS |
| Submitted For: | Kenny Schnell |
| Department: | EMS |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Recognition of Williamson County EMS New Members successful completion of training academy.

Background

WCEMS would like to introduce our new members to the court and recognize their successful completion of the training academy.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Kenny Schnell | Started On: 11/18/2009 09:49 AM |
| Final Approval Date: 11/24/2009 | |

Recognition of Cathy Atkinson receiving Certificate of Achievement as County Investment Officer from Texas Association of Counties

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Kathryn Morehouse, County Tax Assessor Collector |
| Submitted For: | Deborah Hunt |
| Department: | County Tax Assessor Collector |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Recognition of Cathy Atkinson receiving Certificate of Achievement as County Investment Officer from Texas Association of Counties.

Background

Ms. Atkinson has completed forty hours of training and testing by Texas Association of Counties to earn her certification award. As a Certified County Investment Officer she will bring a new level of expertise to her position as Accounting Manager for the Williamson County Tax Assessor/Collector's office and the more than seventy entities she serves.

Fiscal Impact

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

Attachments

Link: CIO Cathy A.

Form Routing/Status

| | |
|---|---|
| Form Started By: Kathryn Morehouse | Started On: 11/24/2009 09:25 AM |
| Final Approval Date: 11/24/2009 | |

Texas Association of Counties

# Certification of Achievement

# County Investment Officer

This certifies that

# Cathy Atkinson

Successfully completed 40.0 hours of investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act and demonstrated a thorough understanding of Texas laws governing the investment of public funds. This and the ongoing commitment to continuing education provide maximum benefit to

# Williamson County

Issued by the Texas Association of Counties on the 30th day of October, A.D., 2009

J.D. Johnson, President

Karen Ann Norris, Executive Director

Presentation on EPA Ambient Air Quality Standards

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Gary Boyd, Parks |
| Submitted For: | Gary Boyd |
| Department: | Parks |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Hear presentation on status of EPA Ambient Air Quality Standards and effects to Williamson County transportation planning and adaptations.

Background

Early in 2009, following a contracted engineering study, Williamson County provided a response to Texas Commission on Environmental Quality (TCEQ) on compliance with Ambient Air Quality Standards, particularly in regard to ground level ozone. In a letter to the Environmental Protection Agency (EPA) Williamson County was recommended to be excluded from a list of non-complying counties.

Subsequent to those actions EPA was sued over their 2008 determination for a new ground level ozone standard of 75 parts per billion. EPA is in process of responding to the suit and the current expectation is that the 2008 standard will be abandoned and a new, lower standard will be adopted. Under a new and lower standard it is possible that Williamson County will be listed as non-complying. A determination of non-compliance will have ramifications on development activities, particularly regarding transportation issues.

This presentation will provide background on issues related to the EPA's expected actions and possible non-compliance determination for the county.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Gary Boyd | Started On: 11/16/2009 05:05 PM |
| Final Approval Date: 11/24/2009 | |

URS Supplemental #3 to Pond Springs

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Marie Walters, Road Bond |
| Department: | Road Bond |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approving URS Corporation Supplemental #3 to their Pond Springs Professional Service Agreement (PSA) to allow for Supplemental #4 to Work Authorization #5.

Background

Fiscal Impact

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

Attachments

Link: URS Supp3 to Pond Springs PSA

Link: URS Supp4 to WA5 Pond Springs

Form Routing/Status

| | |
|---|---|
| Form Started By: Marie Walters | Started On: 11/24/2009 10:00 AM |
| Final Approval Date: 11/24/2009 | |

RECEIVED
NOV 19 2009
BY: PST

**CONTRACT FOR ENGINEERING SERVICES**
**SUPPLEMENTAL AGREEMENT NO. 3**
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

WHEREAS, the *County* and the *Engineer* executed a contract on December 11, 2007, and executed Supplemental Agreement No. 1 on October 28, 2008, and executed Supplemental Agreement No. 2 on September 16, 2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, per Supplemental Agreement No. 2 is $ **982,491** ; and,

WHEREAS, the "***Compensation Cap***" in Exhibit 1, Section 4, Item 4.3 per Supplemental Agreement No. 2 limits the maximum amount payable under the agreement to $ **1,025,000;** and,

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

WHEREAS, it has become necessary to amend the agreement.

**AGREEMENT**

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

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from $ **982,491** to $ **1,128,143**.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $ **1,025,000** to $ **1,175,000**.
III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.
IV. The contract end date is hereby changed to April 30, 2010.

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

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

**ENGINEER:**
By: A.H. Arredondo III
Signature

Antonio H. Arredondo III
Printed Name

Vice President
Title

Nov. 19, 2009
Date

**COUNTY:**
By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
MM

RECEIVED
NOV 19 2009
BY: PST



ATTACHMENT A
SUPPLEMENTAL NO. 4 TO
WORK AUTHORIZATION NO. 5

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

Part1. The *Engineer* will provide the following engineering services:

Please see attached Supplemental Scope of Services.

Part 2. The maximum amount payable for services under this Supplemental Work Authorization without modification is $145,652.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on April 30, 2010, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

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

ENGINEER:
*URS Corporation, a Nevada Corporation*

By: A.H. Arredondo III
Signature

Antonio H. Arredondo III
Printed Name

Vice President
Title

Nov. 19, 2009
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
MW

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Attachment A
Scope Proposal

**EXHIBIT B**
**Work Authorization #5**
**Supplemental #4**
**For Build-Up / Widening of Pond Springs Road**
**Services to be Provided by the Engineer**

## 1. SCOPE OF BASIC SERVICES

URS Corporation shall render the following supplemental project professional services, as described below. Note that the original milestones have not been modified with this Supplemental.

### Task 1. Project Management

URS will provide project management services to ensure that this additional Scope of Work is completed to the satisfaction of the County in a timely fashion and within the established budget. This task includes:

- Incorporating Supplemental #4 into the Work Authorization #5 documents.
- Review of invoices and creation of monthly progress reports from November 1, 2009 through April 30, 2010, which is 6 months (6hr/month for Admin Assistant, 4hr/month for Project Manager).

### Task 3. COA Permitting

These additional services listed under Task 3 are through October 31, 2009.

In order to acquire the necessary Driveway Waiver from the COA, URS was required to produce multiple analyses of different pavement types on top of driveway culverts up through October 31, 2009. The cost overages URS absorbed include creation of multiple pavement analyses, additional meetings with the Waiver reviewer, phone calls, and coordination to discuss these different pavement designs. Time and effort to produce these multiple analyses was not provided in the original scope of work and is considered outside of our original scope. In response to this issue, URS had to split the single Driveway Waiver request into two requests and submit two separate waivers in order to best expedite concurrence from the City reviewer to not slow down construction.

### Task 4. PS&E Preparation

**4B. Roadway Design**

**Work performed during last fiscal year:**

This scope *(italics below)* and fee were originally approved in Supplemental #3; however, the $30,891 for this task was not reflected in the bottom line of our fee proposal. URS requests payment for this service through Supplemental #4.

*URS is providing detailed design of Traffic Control Plan (TCP) sheets for phases 1, 2, and 3 from beginning to end of the project. The original proposal assumed a simplified TCP, at the request of the County, that only included a typical TCP section for each phase and minimal additional sheets. URS anticipates modifying COA standard details, as well as creating new details. URS will meet with the COA ROW Management staff up to 4 times, in addition to email/phone coordination.*

## Task 7. Post Design Services

*The services listed below were provided from June 15, 2009 through October 31, 2009:*

**7A. RFIs and Submittals**

Per Supplemental #3, "If more funds are required for additional design above-and-beyond what is currently shown in the fee schedule, URS will submit a supplemental to cover these costs. If the re-design is due to an error or omission in the plans, URS will provide design services at no additional cost to the County." Since many of the RFIs require actual design modifications, or coordination with COA to get an answer, time spent on RFIs to date has significantly exceeded the expectation set by the GEC (4hrs/RFI). An evenly-divided breakdown per RFI response is as follows, with the clear understanding that some RFIs required much more time/effort than others:
PM = 2hrs/RFI
Proj Engr = 8hrs/RFI
Sr Engr = 3hrs/RFI
EIT = 10hrs/RFI

The overage absorbed by URS for this task is shown in the fee line "Additional Level of Effort for past 47 RFIs".

*The services listed below are anticipated from November 1, 2009 through March 31, 2010:*

**7A. RFIs and Submittals**

URS will respond to an additional 15 RFIs (Numbers 51-65) and review Submittals (up to an additional 3) for the Pond Springs project. If, during construction, a re-design is requested by the County in response to an RFI, URS will provide design services at an expedited schedule to help minimize impact to the construction schedule. URS will also attend coordination meetings with HNTB P.M. as required to discuss proposed revisions and/or options. If more funds are required for additional design above-and-beyond what is currently shown in the fee schedule, URS will submit a supplemental to cover these costs. If the re-design is due to an error or omission in the plans, URS will provide design services at no additional cost to the County.

**7B. Weekly Construction Meeting / Site Visit**

Weekly site visits and attendance at the weekly construction meeting by a Project Engineer and Senior Engineer each week is included in this cost. URS assumes 20 meetings/site visits. The Project Manager will perform a site visit and/or attend the weekly construction meeting every other week (2hr/every other week).

**7C. Utility Coordination with Alba**

URS assumes minor coordination with Alba between November 1, 2009 and project completion.

Attachment B
Fee Proposal

**Pond Springs Road Reconstruction**
**Work Authorization #5, Supplemental #4**
**November 17, 2009**
**URS Corporation**

| Task | Principal $273 Hours | Project Manager $135 Hours | Project Engineer $118.45 Hours | Senior Engineer $170.98 Hours | EIT $90.64 | Senior Designer $100 Hours | Clerical $59.74 Hours | Administrative Assistant $61.80 Hours | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| **URS Direct Labor Costs** | | | | | | | | | |
| **1.0 Project Management** | | | | | | | | | |
| Incorporate Supplemental #3 into Master WA#5 | | 2 | | | | | 2 | 4 | $637 |
| Invoicing and monthly progress reports (6 months) | 3 | 24 | | | | | | 36 | $6,284 |
| *TASK 1 TOTAL* | *3* | *26* | *0* | *0* | *0* | *0* | *2* | *40* | $6,920 |
| **3. COA Permitting** | | | | | | | | | |
| **Additional Services to respond to COA Driveway Waiver Comments** | | | | | | | | | |
| Additional Services | | 10.5 | 22 | 2.5 | 9 | | 3 | | $5,446 |
| *TASK 3 TOTAL* | *0* | *10.5* | *22* | *2.5* | *9* | *0* | *3* | *0* | $5,446 |
| **4.0 PS&E Preparation** | | | | | | | | | |
| **4B. Roadway Design** | | | | | | | | | |
| TCP Redesign | | 12 | 32 | 16 | 200 | 24 | 2 | | $28,794 |
| QA/QC | | 4 | 4 | 4 | | 4 | | | $2,098 |
| *TASK 4 TOTAL* | | | | | | | | | $30,891 |
| **7.0 Post Design Services** | | | | | | | | | |
| **7A. RFIs and Submittals** | | | | | | | | | |
| Additional Level of Effort for past 47 RFIs | | 30 | 112 | 27 | 250 | | | | $44,593 |
| Submittal Review (up to 3 additional) | | | 4 | 3 | 3 | | | | $1,259 |
| Re-design per RFI response (for 15 additional RFIs: 51-65) | | 30 | 120 | 45 | 150 | | | | $39,554 |
| **7B. Weekly Construction Meeting / Site Visit** | | | | | | | | | |
| Attendance at Weekly Construction Meeting or Site Visit (assume 20 meetings) | | 20 | 40 | 40 | | | | | $14,277 |
| **7C. Utility Coordination with Alba** | | | | | | | | | |
| Utility Coordination with Alba | | 4 | 6 | 6 | | | | | $2,277 |
| *TASK 7 TOTAL* | *0* | *54* | *170* | *94* | *153* | *0* | *0* | *0* | $101,959 |

| | |
|---|---|
| **URS DIRECT LABOR TOTAL** | $145,217 |
| **Subconsultants Cost** | |
| **SUBCONSULTANTS TOTAL** | *$0* |

**Pond Springs Road Reconstruction**
**Work Authorization #5, Supplemental #4**
**November 17, 2009**
**URS Corporation**

| Task | Principal<br>$273<br>Hours | Project Manager<br>$135<br>Hours | Project Engineer<br>$118.45<br>Hours | Senior Engineer<br>$170.98<br>Hours | EIT<br>$90.64 | Senior Designer<br>$100<br>Hours | Clerical<br>$59.74<br>Hours | Administrative Assistant<br>$61.80<br>Hours | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Other URS Direct Costs | | | | | | | | | |
| *Task 1* | | | | | | | | | |
| Mileage (50 miles x $0.585/mi) | | | | | | | | | $30 |
| Courier | | | | | | | | | $50 |
| Reproduction | | | | | | | | | $25 |
| *Task 3* | | | | | | | | | |
| Mileage | | | | | | | | | $60 |
| Courier | | | | | | | | | $50 |
| Reproduction | | | | | | | | | $25 |
| *Task 7* | | | | | | | | | |
| 7B Mileage (10 miles x 20 roundtrips x $0.585/mi) | | | | | | | | | $120 |
| Courier | | | | | | | | | $50 |
| Reproduction | | | | | | | | | $25 |
| OTHER URS DIRECT COSTS TOTAL | | | | | | | | | $ 435 |
| GRAND TOTAL (SUBTOTALS + URS ODC's) | | | | | | | | | $ 145,652 |

10. **Transportation Planning (continued)**

d. Approve funding levels for planning purposes for the years 2021 through 2035 (MO)

*The commission will consider a minute order establishing funding levels, by category, anticipated to be available for long-range plan development for the years 2021 through 2035. This information will be used by metropolitan planning organizations in the development of metropolitan transportation plans and by the department in the development of the statewide transportation plan.*

11. **State Infrastructure Bank**

**Final Approval**

El Paso County – **City of El Paso** – Consider granting final approval of an application from the City of El Paso to borrow $6,356,000 from the State Infrastructure Bank to pay for improvements to the Paso Del Norte International Port of Entry in El Paso (MO)

*The city is requesting a SIB loan to pay for improvements to the Paso Del Norte International Port of Entry, which includes; construction of a new southbound pedestrian toll collection plaza, improvements to the Lion's Placita, and canopy structures for both the southbound and northbound pedestrian bridge. Improvements to the Lion's Placita are in addition to the work funded by their FY 2009 ARRA funding.*

12. **Obligation Limit Report**

Status report on the FY 2010 Obligation Limit and report on the actual obligations utilized through November 2009 and proposed remaining highway maintenance and construction contract letting for the fiscal year. (Report)

*This report will provide the current overall obligation status, by district, of the FY 2010 Obligation Limit and will also provide the anticipated effect on the obligation limit of remaining proposed highway maintenance and construction letting.*

13. **Contracts**

a. **Award or Reject Highway Improvement Contracts**

*Proposed MO will conditionally award contract(s) to low bidders allowing the department to enter into contract(s) for highway improvements, or reject all bids for select projects, allowing the department to re-bid those projects. Conditions required for award may include securing of funding from other sources and the contractor's ability to meet federal DBE contracting requirements.*

(1) **Highway Maintenance and Department Building Construction** (see attached itemized list) (MO)

(2) **Highway and Transportation Enhancement Building Construction** (see attached itemized list) (MO)

14. **Routine Minute Orders**

a. **Donations to the Department**

(1) **Construction Division** – Acknowledge a donation from the Southeastern Asphalt User Producer Group (SEAUPG) for a department employee's travel expenses to speak and participate in SEAUPG's annual meeting. The meeting was held in Hilton Head, South Carolina from November 9-12, 2009 (MO)

*The presentation relating to the development and implementation of the use of RAS in hot-mix asphalt mixes will allow the department to share its advancements and discuss new issues in these fields.*

Dannanbaum Supplemental #2 to US 183 Pass Through PSA

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Marie Walters, Road Bond |
| Department: | Road Bond |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approving Dannenbaum Engineering Company Supplemental #2 to their US 183 (Riva Ridge to SH 29) Pass Through Finance Program Professional Service Agreement (PSA) to allow for Work Authorization #4.

Background

Work Authorization #4 is for Nationwide Permit #14

Fiscal Impact

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

Attachments

Link: Dannenbaum Supp2 to US 183 PSA

Link: Dannenbaum WA4 US 183

Form Routing/Status

| | |
|---|---|
| Form Started By: Marie Walters | Started On: 11/24/2009 10:22 AM |
| Final Approval Date: 11/24/2009 | |

RECEIVED
NOV 2 0 2009
BY: PSI



**CONTRACT FOR ENGINEERING SERVICES**
**SUPPLEMENTAL AGREEMENT NO. 32**
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, ***(the "County")*** and Dannenbaum Engineering Company – Austin, LLC ***(the "Engineer")*** and becomes effective when fully executed by both parties.

WHEREAS, the ***County*** and the ***Engineer*** executed a contract on January 9, 2007; and executed Work Authorization No. 2 on January 8, 2008; and executed Work Authorization No. 3 on May 21, 2009;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 the agreement to $2,580,606.95; and,

WHEREAS, the "***Compensation Cap***" in Exhibit I, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $2,587,049.92; and,

WHEREAS, it has become necessary to amend the agreement.

**AGREEMENT**

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

I. The not-to-exceed fee in Exhibit I, Section 1, Item 1.1 is hereby increased from $2,580,606.95 to $2,621,672.57.

II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $2,587,049.92 to $2,621,672.57.

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

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

**ENGINEER:**
Dannenbaum Engineering Company - Austin, LLC

By: _____
Signature

Thomas C. Arndt, P.E.
Printed Name

President
Title

11-20-09
Date

**COUNTY:**
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

RECEIVED
NOV 20 2009
BY: PSI

Project Name: US 183 (Riva Ridge Dr. to SH 29

**ATTACHMENT A**

**WORK AUTHORIZATION NO. 4**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Dannenbaum Engineering Company – Austin, LLC (***the "Engineer"***).

**Part1.** The ***Engineer*** will provide the following engineering services:

**See Exhibit B.**

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is $41,065.62.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 31, 2010, 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.

**ENGINEER:**
Dannenbaum Engineering Company - Austin, LLC

By: _____
Signature

Thomas C. Arndt, P.E.
Printed Name

President
Title

11-20-09
Date

**COUNTY:**
Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

OK

_____
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Fee Schedule

# EXHIBIT A

## WORK AUTHORIZATION NO. 4

## SERVICES TO BE PROVIDED BY THE COUNTY

## US 183
## WILLIAMSON COUNTY, TEXAS

Riva Ridge Drive to SH 29
Length: 3.70 miles

### PROJECT STATEMENT

**This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.**

### PROJECT DESCRIPTION

**Existing Facility**

The existing facility is a rural four-lane roadway from US 183 from Riva Ridge Drive to SH 29.

**Proposed Facility**

The proposed facility is two two-lane frontage roads divided by 256 foot Future Transportation Corridor from Riva Ridge Drive to SH 29. Plans, Specifications and Estimate will be based on the Preferred Alternative prepared by Dannenbaum Engineering Company – Austin, LLC.

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the COUNTY shall provide the following, as available:

1. Surveying - The COUNTY shall provide any existing surveys available to the ENGINEER.

2. All survey data shall be in the same coordinate system as that utilized for the adjacent projects.

3. The COUNTY shall assist with obtaining right of entry for in the event that the Engineer is not able to obtain right of entry for specific properties.

4. Estimate and Quantity Sheets and General Notes - The COUNTY will supply current specification and general notes for review by the ENGINEER. The ENGINEER will incorporate into the PS&E, as applicable.

5. Copies of appropriate and applicable Standard sheets.

6. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.

7. COUNTY shall provide reviews.

**EXHIBIT B**

**WORK AUTHORIZATION NO. 4**

**SERVICES TO BE PROVIDED BY ENGINEER**

**US 183**
**WILLIAMSON COUNTY, TEXAS**

Riva Ridge Drive to SH 29
Length: 3.70 miles

**PROJECT STATEMENT**

**This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.**

**SUPPLEMENTAL DESCRIPTION**

Services included in this supplemental include:

1) Provide a mitigation plan for the Preconstruction Notice to the Ft Worth District of the U.S. Army Corps of Engineers (USACE) under Nationwide Permit #14 (Hicks & Company).

2) Provide a 2.5 Acre easement survey in the proposed Northwest County Park along the South Fork San Gabriel River (SAM, Inc.).

**I. PROJECT MANAGEMENT (Function Code 164)**

**Coordination:** The ENGINEER shall coordinate with G.E.C., TxDOT, Williamson County, Pedernales Electric Cooperative, Inc., and sub-consultants.

**II. DESIGN STUDIES (Function Code 110)**

**Nationwide Permit #14:** The ENGINER shall develop a mitigation plan for submittal to the Fort Worth District of the USACE under the Nationwide Permit #14. See Exhibit D scope of services and fee estimate from Hicks & Company.

**III. FIELD SURVEYING (Function Code 150)**

**Field Surveying:** The ENGINEER shall provide a boundary survey, sketches, and field notes for a 2.5 Acre area along the South Fork San Gabriel River within the proposed Northwest County Park. See Exhibit D scope of services and fee estimate from SAM, Inc.

## IV. DELIVERABLES

Deliverable Requirements:

1. All supplemental contract documents, including hard copies and electronic files, shall be turned over to the OWNER at the completion of the project. Contract documents shall be posted to the OWNER'S Internet project management database (if utilized) as requested.

2. Supplemental plans shall be developed to half-scale, 11"x17" unless otherwise determined necessary.

WORK AUTHORIZATION NO. 4 (Supplemental No.3)

EXHIBIT C - FEE SCHEDULE

DANNENBAUM ENGINEERING COMPANY - Austin, LLC

PROJECT SCOPE: PS&E

# EXHIBIT C / FEE ESTIMATE

## US 183
## Mitigation Plan

DATE: 16-Oct-09

| TASK AND DESCRIPTION | ESTIMATED PLAN SHEET REQUIREMENTS | | PROJECT MANAGER | QA/QC ENGINEER | SENIOR STRUC/ HYDR ENGR | CHIEF ENGINEER | SENIOR ENGINEER | DESIGN ENGINEER | GRADUATE ENGINEER | SENIOR DESIGN TECHNICIAN | CADD TECHNICIAN | CLERICAL | TOTAL | HR/SHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | ONTY | SCALE | HOURS | HOURS | HOURS | HOURS | HOURS | HOURS | HOURS | HOURS | HOURS | HOURS | | |
| I. PROJECT MANAGEMENT (FC 164) | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| B. PROJECT MANAGEMENT | | | | | | | | | | | | | | |
| 1 Monthly Invoice | n/a | n/a | | | | | 1.0 | | | | | 0.5 | 1.5 | |
| 2 Coord. With G.E.C. | n/a | n/a | 1.0 | | | | 2.0 | | | | | | 3.0 | |
| 3 Coord. With Hioks and Company | n/a | n/a | 1.0 | | | | 2.0 | | | | | | 3.0 | |
| | | | | | | | | | | | | | | |
| C. COORDINATION MEETINGS | | | | | | | | | | | | | | |
| 1 Coord. With G.E.C. (1 mtgs) | n/a | n/a | 2.0 | | | | 2.0 | | | | | 0.5 | 4.5 | |
| 2 Coord. With Hioks and Company (2 mtgs) | n/a | n/a | 4.0 | | | | 4.0 | | | | | | 8.0 | |
| | | | | | | | | | | | | | | |
| TOTAL PROJECT MANAGEMENT (FC 164) | 0 | | 8.0 | 0.0 | 0.0 | 0.0 | 11.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 20.0 | |
| VI. TOTAL PROJECT HOURS | 3 | | 8.0 | 0.0 | 0.0 | 0.0 | 11.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 20.0 | |

# EXHIBIT C / FEE ESTIMATE

**WORK AUTHORIZATION NO. 4 (Supplemental No.3)**
**EXHIBIT C - FEE SCHEDULE**
**DANNENBAUM ENGINEERING COMPANY - Austin, LLC**
**PROJECT SCOPE: PS&E**

**US 183**
**Mitigation Plan**

DATE: 16-Oct-09

| TASK AND DESCRIPTION | | PROJECT MANAGER | QA/QC ENGINEER | SENIOR HYDR ENGR | CHIEF ENGINEER | SR/PROJ ENGINEER | DESIGN ENGINEER | GRADUATE ENGINEER | SENIOR DGN TECHNICIAN | CADD TECHNICIAN | CLERICAL | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HOURLY RATE | $56.00 | $58.00 | $58.00 | $56.00 | $50.00 | $36.00 | $32.00 | $33.50 | $26.00 | $18.00 | |
| I. PROJECT MANAGEMENT (FC 164) | TOTAL HOURS | 8.0 | | | | 11.0 | | | | | 1.0 | 20.0 |
| | FIXED FEE | $ 130.36 | $ - | $ - | $ - | $ 160.05 | $ - | $ - | $ - | $ - | $ 5.24 | $ 295.65 |
| | DIRECT SALARY COST | $ 1,303.64 | $ - | $ - | $ - | $ 1,600.45 | $ - | $ - | $ - | $ - | $ 52.38 | $ 2,956.47 |
| | COST INCLUDING OVERHEAD AND PROFIT | $ 1,434.00 | $ - | $ - | $ - | $ 1,760.50 | $ - | $ - | $ - | $ - | $ 57.62 | $ 3,252.12 |
| VI. TOTAL PROJECT HOURS | TOTAL HOURS | 8.0 | | | | 11.0 | | | | | 1.0 | 20.0 |
| | FIXED FEE | $ 130.36 | $ - | $ - | $ - | $ 160.05 | $ - | $ - | $ - | $ - | $ 5.24 | $ 295.65 |
| | DIRECT SALARY COST | $ 1,303.64 | $ - | $ - | $ - | $ 1,600.45 | $ - | $ - | $ - | $ - | $ 52.38 | $ 2,956.47 |
| | COST INCLUDING OVERHEAD AND PROFIT | $ 1,434.00 | $ - | $ - | $ - | $ 1,760.50 | $ - | $ - | $ - | $ - | $ 57.62 | $ 3,252.12 |
| **Percent of Total Cost** | | 44% | | | | 54% | | | | | 2% | 100% |

| OTHER DIRECT COSTS | | | | |
|---|---|---|---|---|
| Printing | $54.80 | | TOTAL LABOR | $3,252.12 |
| Postage/Delivery | $20.00 | | OTHER DIRECT COSTS | $202.50 |
| Misc. Supplies | $50.00 | | **TOTAL COST** | **$3,454.62** |
| TRAVEL | $77.70 | | SAM Inc. | $6,323.00 |
| | | | Hicks & Company | $31,288.00 |
| | | | **TOTAL SUBS** | **$37,611.00** |
| **TOTAL OTHER DIRECT COSTS** | **$202.50** | | **TOTAL CONTRACT COST** | **$41,065.62** |

# EXHIBIT C / FEE ESTIMATE

WORK AUTHORIZATION NO. 4 (Supplemental No.3)
EXHIBIT C - FEE SCHEDULE
DANNENBAUM ENGINEERING COMPANY - Austin, LLC
PROJECT SCOPE: PS&E

US 183
Mitigation Plan

DATE: 16-Oct-09

## DIRECT REIMBURSABLE EXPENSES

Reproduction (Mylars Prints, & Xerox)

| Submittal | No. of Shts. per pkg. | 24 x 36 | | 11 x17 | | 11 x 17 | 8 1/2 x 11 | 36 " x 4 ft Rolls * | |
|---|---|---|---|---|---|---|---|---|---|
| | | Plots | Prints | Plots | Prints | Color Copies | Copies | Color | Black |
| 1. Work sheets | | | | 15 | 75 | | | | |
| 2. Final Draw | | | | 3 | 75 | | | | |
| 3. Reports | | | | | | 10 | 200 | | |
| | **Totals** | | | 15 | 150 | 10 | 200 | | |

| Costs: | | | | | | | |
|---|---|---|---|---|---|---|---|
| Color Rolls - 36 "x 4 ft Rolls * @ $3.00 / SF | | each | x | $36.00 | | |
| Mylars - 11 x 17 | 3 | each | x | $1.00 | | $3.00 |
| B&W Copies - 11 x 17 | 165 | Sheets | x | $0.12 | = | $19.80 |
| Color Copies - 11 x 17 | 10 | Sheets | x | $2.00 | = | $20.00 |
| Copies - 8 1/2 x11 | 200 | Sheets | x | $0.06 | = | $12.00 |
| | | | | | **SUBTOTAL** | **$54.80** |

| | | | | | | |
|---|---|---|---|---|---|---|
| Preliminary Engineering Report | each | x | $25.00 | | |
| Drainage Report | each | x | $25.00 | | |
| Project Manual | each | x | $50.00 | | |
| | | | | **SUBTOTAL PRINTING** | **$54.80** |

### Travel

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **To Agencies** | | | | | | | | | |
| (Per Diem) | trips x | 1 | People | x | $30.00 | days/trip x | 1 | | |
| (Com) | trips x | 1 | People | x | $300.00 | per/trip = | | | |
| (POV) | 2 trips x | 30 | Miles | x | $0.555 | per mile = | | | $33.30 |
| (Rental) | trips x | 1 | days/trip | x | $70.00 | daily rate = | | | |
| **To Project Site** | | | | | | | | | |
| (Per Diem) | trips x | 1 | People | x | $110.00 | days/trip x | 2 | | |
| (Com) | trips x | 1 | People | x | $300.00 | per/trip = | | | |
| (POV) | 1 trips x | 80 | Miles | x | $0.555 | per mile = | | | $44.40 |
| (Rental) | trips x | 1 | days/trip | x | $70.00 | daily rate = | | | |
| | | | | | | | | **SUBTOTAL** | **$77.70** |

| | | | | | | |
|---|---|---|---|---|---|---|
| Shipping | 2 packages | x | $10.00 /Pkg. | = | **$20.00** |
| Misc Supplies | | | | | **$50.00** |
| | | | | **TOTAL EXPENSES** | **$202.50** |

SAM INC.
SURVEYING + AERIAL MAPPING + ENGINEERING

5508 W. Highway 290, Bldg. B Austin, Texas 78735
Ofc 512.447.0575 Fax 512.326.3029
sam@saminc.biz www.saminc.biz

October 5, 2009

Email: Tommy.Levario@dannenbaum.com

Tommy Levario, Associate
Dannenbaum Engineering
3409 Executive Center Drive, Suite 129
Austin, Texas 78731

RE: Williamson County Northwest Park
Approximately 2.5 Acre Mitigation Easement
SAM, Inc. No. P2009-00519

Dear Mr. Levario:

Surveying And Mapping, Inc. (SAM, Inc.) greatly appreciates this opportunity to provide you with Professional Land Surveying services for this project. The attached scope of service is based upon our understanding of the project and the information provided to us.

Thank you for having SAM, Inc. on your team. We are looking forward to working with you and your staff on this project. If there are any questions concerning the information presented or if we can be of additional assistance, please feel free to contact us.

Sincerely,

Gregory Schmidt, RPLS
Survey Project Manager

Cc: Rob Butler, RPLS

## SCOPE OF SERVICES

Northwest Williamson County Park is located near the City of Liberty Hill in Williamson County, Texas. The park comprises approximately 1011 acres fronting on County Road 282, and extends to the east to the South fork of the San Gabriel River. This scope of services includes those tasks necessary to prepare a Metes and Bounds Description and Sketch to be used for establishing a mitigation area easement containing approximately 2.5 acres.

### ASSUMPTIONS

- The Client will provide right of entry onto the park property, and survey field crew will have reasonable access to property corners of the boundary.
- Sufficient boundary monuments exist undisturbed to re-establish necessary property lines.
- Client will provide the exact area and location of the proposed Mitigation area prior to project commencement.
- The Easement will be tied to existing boundary corners, but the corners of easement will not be monumented.

### SCOPE OF SERVICES

- SAM, Inc. will perform record research in order to secure ownership and deed information for the subject property and the property adjoining the east side of the subject property.
- A deed plot of the subject and adjoining properties will be developed.
- An on-the-ground survey sufficient to determine tract boundaries nearest the proposed easement lines will be performed on the subject property. The survey will be performed to comply with the minimum standards promulgated by the Texas Board of Professional Land Surveying.
- A base map will be submitted to the Client showing the properties surveyed and the proposed easement. The Client will make a final determination of proposed easement boundary locations within the subject property and return this information to SAM, Inc.
- A sketch and metes and bounds description of the proposed easement will be prepared and will be signed and sealed by a Texas Registered Professional Land Surveyor.
- The proposed easement will be referenced to found record monumentation of the parent parcel.
- Horizontal datum will be based on NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, U.S. Survey Feet. Coordinates will be shown as surface values by applying a surface adjustment factor of 1.00012.
- All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.).

### PROJECT DELIVERABLES

The project deliverables will consist of:

- Electronic files in Microstation v8 format.
- Adobe PDF file of the signed and sealed metes and bounds description.
- Two originals of the signed and sealed description.

### ESTIMATED FEES

SAM, Inc. will provide the services described above on a Time and Material basis, based on the attached Standard Corporate Rate Schedule, with an estimated fee of $6,323, excluding sales taxes. These fees will not be exceeded without you written authorization.

In addition, Sales Tax will be charged ($521.65) unless a Texas Sales Tax Resale Certificate is provided prior to commencement of services.

**STANDARD AUSTIN SURVEY RATE SCHEDULE**

Effective June 1, 2009

(Rates subject to re-negotiation at beginning of each calendar year)

SURVEY FIELD CREW SERVICES:

| | |
|---|---|
| Two (2) Person Survey Field Crew | $130.00 per hour |
| Three (3) Person Survey Field Crew | $150.00 per hour |
| Additional Rodperson, Chainperson or Flagperson | $32.00 per hour |
| GPS Field Operator with Vehicle and Receiver | $105.00 per hour |
| GPS Receiver (Unmanned) | $25.00 per hour |
| Field Coordinator | $85.00 per hour |
| Laser Scanning Technician | $85.00 per hour |
| Laser Scanner | $850.00 per day |
| ATV or Utility Vehicle | $75.00 per day |

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

SURVEY OFFICE PERSONNEL SERVICES:

| | |
|---|---|
| Principal | $170.00 per hour |
| Associate/Senior Project Manager | $145.00 per hour |
| Project Manager | $125.00 per hour |
| Staff Surveyor | $110.00 per hour |
| GPS/HDS Coordinator | $105.00 per hour |
| SIT | $90.00 per hour |
| Senior Technician | $85.00 per hour |
| Survey Technician | $75.00 per hour |
| Clerical Support | $50.00 per hour |

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

Travel & Subsistence:

All travel and subsistence expenses for personnel are invoiced at actual cost plus 10% handling. Cost of mileage on company-owned vehicles is computed at the current I.R.S. mileage allowance. Cost for company-owned four wheel drive vehicles is computed at the current I.R.S. mileage allowance plus $30.00 per day.

Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Terms:

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

Taxes:

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

## STANDARD TERMS AND CONDITIONS

1. Access To Site - Unless otherwise stated, SAM, Inc. will have access to the site for activities necessary for the performance of the services. SAM, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2. Documents Provided By Client - Client agrees to provide SAM, Inc. with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed including, but not limited to, deeds, maps, title information, and permits; and to obtain for Surveyor the authorization of the owner to enter upon the property for the purpose of conducting SAM, Inc.'s work thereon.

3. Certifications - SAM, Inc. shall not be required to execute any document that would result in its certifying the existence of conditions that SAM, Inc. cannot ascertain.

4. Professional Services - All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

5. Ownership Of Documents - All documents produced by SAM, Inc. under this agreement shall remain the property of SAM, Inc. and may not be used by the Client for any other endeavor without the written consent of SAM, Inc.

6. Copyright - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the work product to the benefit of SAM, Inc., including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.

7. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, Inc.'s office in Austin, Travis County, Texas.

8. Client's obligation to pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay SAM, Inc. within thirty (30) days after invoices are rendered, then Client agrees that SAM, Inc. shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

9. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, Inc. shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.

10. Dispute Resolution - Claims or disputes in connection with the services provided under this agreement between Client and SAM, Inc. shall be submitted to non-binding mediation. Client and SAM, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

11. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of Texas.

12. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, Inc.

13. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, Inc., excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

14. Authority - Client affirmatively represents and states that he/she/it is authorized to enter into this Agreement, either as the owner of the property for which the services described herein are to be performed, or as the owner's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.

**Surveying And Mapping, Inc. (SAM, Inc.)**

Signature _____ Date 10-5-09

Signature _____ Date _____

Printed Name _____

Title _____

Company Name _____

**Supplemental Scope of Work**
**US 183 from San Gabriel River to SH 29**

**Task 1: <u>USACE Preconstruction Notification Mitigation Plan</u>**

This supplemental scope and budget assumes that a Nationwide Permit (NWP) with Pre-Construction Notification will be adequate to authorize impacts to waters of the U.S. associated with the proposed US 183 improvements project. Preparation of an Individual Permit is excluded from this scope. This scope and budget assumes that any required mitigation would be handled through either on-site or off-site mitigation.

Sub-Tasks (**Task 1a**) in this scope of services in the case that the on-site mitigation option is pursued include:

1) Coordinate with the engineer, surveyor, County and others.
2) Assess the existing habitat value of the impacted stream to determine the appropriate amount of mitigation
3) Prepare a mitigation plan for submittal to the USACE as part of the Pre-construction Notification completed under a separate work authorization;
4) Coordinate the Draft Mitigation Plan with the internal project team and make any necessary revisions to the plan;
5) Coordinate the Draft Mitigation Plan with the USACE and make any necessary revisions to the plan; and
6) Attend a site visit with USACE to assess the mitigation.

Sub-Tasks (**Task 1b**) in this scope of services in the case that the off-site mitigation option is selected include:

1) Coordinate with the engineer, surveyor, County and others.
2) Delineate all wetlands and jurisdiction waters of the U.S. within the boundaries of one off-site mitigation alternative, of no more than ten (10) acres in size, located at the Williamson County Northwest County Park. This work will be done following the criteria described in the "1987 Corps of Engineers Wetland Delineation Manual" and the "Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region". The delineated boundaries and the location of all observation points will be identified using a Trimble GeoXT GPS unit. A wetland data form will be completed for each observation point. Photographs of the area surrounding each observation point will be taken for inclusion in the jurisdictional determination report. The site reconnaissance will identify other waters of the U.S.;
3) Prepare a mitigation plan for submittal to the USACE as part of the Pre-construction Notification completed under a separate work authorization;
4) Coordinate the Draft Mitigation Plan with the internal project team and make any necessary revisions to the plan;
5) Coordinate the Draft Mitigation Plan with the USACE and make any necessary revisions to the plan; and
6) Attend a site visit with USACE to assess the mitigation.

# EXHIBIT D
## Hicks Company FEE SCHEDULE
## US 183 EA
## SUPPLEMENTAL SERVICES

| | CLASSIFICATION | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sr. Env. Sci.II | Sr. Env. Sci.I | Env. Sci.II | Env. Sci. I | Env. Prof. II | Env. Prof. I | Env. Staff III | Env. Staff II | Env. Staff I | Env. Tech III | Env. Tech II | |
| **FUNCTION CODE / TASK DESCRIPTION** | | | | | | | | | | | | **TOTAL HOURS** |
| **ENVIRON. STUDIES AND PUBLIC INVOLVEMENT (FC 120)** | | | | | | | | | | | | |
| TASKS | | | | | | | | | | | | |
| Task 1: Compensatory Mitigation Plan | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | 0 |
| Task 1a: On-site Mitigation Plan | | | | | | | | | | | | |
| Client and Agency Coordination | | | | 4 | 8 | | | | | | | 12 |
| Assessment of Existing Habitat Value | | | | | 8 | | | | | | | 8 |
| Mitigation Planning and Report Preparation | | 8 | | 4 | 32 | | | 12 | 16 | 4 | | 76 |
| Coordination of Report with Internal Project Team (DEC/HNTB/Wilco) | | | | 2 | 4 | | | 4 | 2 | 2 | | 14 |
| Coordination of Report with USACE, including response to comments | | 2 | | 2 | 8 | | | | | | | 12 |
| USACE Site Visit | | 4 | | | 4 | | | | | | | 8 |
| Task 1b: Off-site Mitigation Plan (Northwest County Park site) | | | | | | | | | | | | 0 |
| Client and Agency Coordination | | 2 | | 8 | 12 | | | | | | | 22 |
| Jurisdictional Determination Field Work | | | | | 32 | | | | 32 | | | 64 |
| Mitigation Planning and Report Preparation | | 8 | | 4 | 32 | | | 16 | 16 | 4 | | 80 |
| Coordination of Report with Internal Project Team (DEC/HNTB/Wilco) | | 2 | | 2 | 8 | | | 8 | 4 | 2 | | 26 |
| Coordination of Report with USACE, including response to comments | | 2 | | 2 | 8 | | | | | | | 12 |
| USACE Site Visit | | 4 | | | 4 | | | | | | | 8 |
| | | | | | | | | | | | | 0 |
| FC 120 SUBTOTAL | 0 | 32 | 0 | 28 | 160 | 0 | 0 | 40 | 70 | 12 | 0 | 342 |
| TOTAL SHEETS | | | | | | | | | | | | |
| TOTAL HOURS | 0 | 32 | 0 | 28 | 160 | 0 | 0 | 40 | 70 | 12 | 0 | 342 |
| BASE RATE | $ 54.46 | $ 45.82 | $ 42.21 | $ 38.77 | $ 33.17 | $ 29.43 | $ 26.68 | $ 22.56 | $ 20.09 | $ 17.91 | $ 16.67 | |
| TOTAL LABOR | $ - | $ 1,466 | $ - | $ 1,086 | $ 5,307 | $ - | $ - | $ 902 | $ 1,406 | $ 215 | $ - | $ 10,383 |
| Overhead Rate 160.00% | | | | | | | | | | | | |
| Profit 15.0% | | | | | | | | | | | | |
| PROJECT TOTAL FEE | $ - | $ 4,384 | $ - | $ 3,246 | $ 15,869 | $ - | $ - | $ 2,698 | $ 4,205 | $ 643 | $ - | $ 31,044 |

| SUBTOTALS BY FUNCTION CODE | TOTAL HOURS | SUBTOTAL LABOR | EXPENSES | TOTAL |
|---|---|---|---|---|
| ENVIRON. STUDIES AND PUBLIC INVOLVEMENT (FC 120) | 342 | $ 31,044 | $ 244 | $ 31,288 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | 342 | $ 31,044 | $ 244 | $ 31,288 |

| BASIS OF ESTIMATE | | | | |
|---|---|---|---|---|
| EXPENSES | UNIT | UNIT COST | QTY | Cost |
| | | | | $ - |
| FILM AND DEVELOPMENT | ROLL | $ 8.00 | 3 | $ 24.00 |
| EXPRESS MAIL (FEDEX) | AT COST | $ 20.00 | 6 | $ 120.00 |
| MISCELLANEOUS FIELD EXPENSES | AT COST | $ 100.00 | 1 | $ 100.00 |
| MISCELLANEOUS EXPENSES IF DICTATED BY STATE | AT COST | | 0 | $ - |
| SUBTOTAL EXPENSES | | | | $ 244.00 |

Baker-Aicklen CR 170 PSA

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Marie Walters, Road Bond |
| Department: | Road Bond |
| Contract Oversight: | |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approving Baker-Aicklen & Associates, Inc. Professional Service Agreement (PSA) for the CR 170 project.

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: Baker-Aicklen CR170 PSA

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Hal Hawes | Hal Hawes | 11/23/2009 05:33 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/24/2009 08:47 AM | APRV |
| 3 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:25 AM | APRV |

Form Started By: Marie Walters  Started On: 11/23/2009 05:29 PM

Final Approval Date: 11/24/2009

Contract No. CR 170 Baker-Aicklen

## *Checklist*

### Prior to Initiation of Work

- ☑ Signed and Executed Agreement
- ☑ Scope of Services – Appendix A
  - ☑ Exhibit A – Services to be provided by County
  - ☑ Exhibit B – Services to be provided by Engineer
  - ☑ Exhibit C – Work Schedule
  - ☑ Exhibit D – Fee Schedule
- ☑ Production Schedule – Exhibit IV
- ☑ Hourly Rates of Engineer – Exhibit II
- ☑ Work Authorization - Attachment A to Exhibit I
  - Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
  - Plans
  - Maps
  - Studies
  - Reports
  - Field Notes
  - Statistics
  - Computations
  - Other:_____
- ☑ Contractors Qualification Statement – Appendix B pre-qual'd 5-2 5-5
- ☑ Insurance
  - Worker's Compensation
  - Commercial General Liability Insurance
  - Automobile Liability Insurance
  - Professional Liability Errors and Omissions Insurance
  - Self Insurance Documentation
  - Insurance Certificates for Subcontractors and/or Sub-consultants
  - Approval of Insurance by County

### Course of Work

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

Contract No. _____

**Notices (as applicable)**

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

**Documentation for Payment**

- ❑ Internal Revenue Form W-9
- ❑ Invoice for Services Rendered
  - o Supporting Documentation
  - o Report of Completion Percentage
- ❑ Invoice for Reimbursables
  - o Proof of prior payment by Engineer of Reimbursables

Contract No. _____

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS


| SECTION: | TITLE: | | PAGE |
|---|---|---|---|
| I. | ***Employment of the Engineer*** | | 1 |
| II. | ***Basic Services of the Engineer*** | | 1 |
| III. | ***Fee Schedule*** | | 3 |
| IV. | ***Period of Service*** | | 3 |
| V. | ***Coordination with the County*** | | 4 |
| VI. | ***Review of Work Product*** | | 5 |
| VII. | ***Revision to Work Product*** | | 6 |
| VIII. | ***Engineer's Responsibility and Liability*** | | 6 |
| IX. | ***Ownership of Documents*** | | 8 |
| X. | ***Maintenance of and Right of Access to Records*** | | 8 |
| XI. | ***Miscellaneous:*** | | |
| | A. | Severability | 9 |
| | B. | Venue and Governing Law | 9 |
| | C. | Equal Opportunity in Employment | 9 |
| | D. | Certificate of Engineer | 9 |
| | E. | Notice | 10 |
| | F. | Insurance Requirements | 11 |
| | G. | Property Taxes | 11 |
| | H. | Successors and Assigns | 11 |
| | I. | Bidding Exemption | 11 |
| | J. | Taxpayer Identification | 11 |
| | K. | Compliance with Laws | 11 |
| | L. | Reports of Accidents | 11 |
| | M. | Definition of Engineer | 12 |
| | N. | Gender, Number and Headings | 12 |
| | O. | Incorporation of Exhibits & Attachments | 12 |
| | P. | Entity Status | 12 |
| | Q. | Construction | 12 |
| | R. | Independent Contractor Relationship | 12 |
| | S. | No Waiver of Immunities | 12 |
| | T. | Interest and Late Payments | 12 |
| | U. | Texas Public Information Act | 13 |
| | V. | Acknowledgement | 13 |
| | W. | Governing Terms and conditions | 13 |
| | X. | Entire Agreement | 13 |
| | **Signature Page** | | 14 |

Contract No. _____

TABLE OF CONTENTS (cont'd)


| | | |
|---|---|---|
| EXHIBIT I | *Compensation for Professional Services* | 15 |
| | Attachment A – Work Authorization | 18 |
| EXHIBIT II | *Hourly Rates* | 20 |
| EXHIBIT III | *Compensation for Additional Professional Services* | 21 |
| EXHIBIT IV | *Production Schedule* | 22 |
| EXHIBIT V | *Procedures for Termination or Suspension* | 23 |
| EXHIBIT VI | *Equal Opportunity in Employment* | 25 |
| EXHIBIT VII | *Insurance Requirements* | 27 |
| APPENDIX A | *Scope of Services* | 28 |
| APPENDIX B | *Engineer's Qualification Statement* | 29 |

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, ***County*** proposes to construct an upgrade CR 170 from MAU2 to MAD4;

WHEREAS, ***County*** desires to obtain professional services for the development of PS&E to upgrade and reconstruct CR 170 from MAU2 to MAD4 between SH45 to Pflugerville Loop (***the "Project"***);

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

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

## Section I
## Employment of the Engineer

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

## Section II
## Basic Services of the Engineer

A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.

B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

C. ***County*** shall provide ***Engineer*** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Judge*** so instructs ***Engineer***.

D. ***Engineer*** shall perform the following Basic Scope of Services:

1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the ***Project***, including any Public Hearings, satisfactory to the ***County Judge*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the ***Project***:

   a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
   b. Texas Department of Transportation Construction Manual, latest edition
   c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
   d. National Environmental Policy Act (NEPA)
   e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
   f. Americans with Disabilities Act (ADA) Regulations
   g. U.S. Army Corps Regulations
   h. Southern Building Code, latest edition
   i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
   j. National Electrical Code, latest edition
   k. Williamson County Design Criteria & Project Development Manual, latest edition
   l. TxDOT Bridge Division Foundation Manual, latest edition

3. Design Criteria Order of Precedence: Design Criteria for the ***Project*** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

4. As part of the Scope of Services, ***Engineer*** shall submit its work products to ***County*** for review at regular intervals.

5. The detailed Scope of Services for the ***Project*** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

## Section III
## Fee schedule

A. For and in consideration of the performance by ***Engineer*** of the work described in the Scope of Services, ***County*** shall pay and ***Engineer*** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by ***Engineer*** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

B. For the performance of services not specifically described in the Scope of Services ***Engineer*** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of ***Engineer's*** services as basic or additional services under this agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer***.

## Section IV
## Period of Service

A. ***Engineer*** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 165 calendar days from receipt by ***Engineer*** of ***County's*** written Work Authorization and in accordance with the production timeline included in the Scope of Services.

C. Neither ***Engineer*** nor ***County*** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond ***Engineer's*** or ***County's*** reasonable control. Upon the discovery of such an event, ***Engineer*** shall notify ***County***, and attend a special meeting with the ***County Judge*** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and

justified by the circumstances, will be granted by the ***County Judge***.

D. ***County*** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by ***Engineer*** of written Notice of Reinstatement from ***County***. ***Engineer***, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the ***Project*** or the ***Engineer's*** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, ***Engineer*** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. ***County*** may unilaterally terminate this Agreement for reasons other than substantial failure by ***Engineer*** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. ***Engineer*** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of ***Engineer*** to perform, ***County*** may prosecute the work to completion by contract or otherwise and, in such a case, ***Engineer*** shall be liable for any additional costs incurred by ***County***.

F. ***Engineer*** specifically acknowledges that ***County*** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining ***County's*** actual damages, ***Engineer*** agrees that one-hundred and No/100 Dollars ($100.00) per day shall be retained by ***County*** from any amounts due ***Engineer*** for every day that ***Engineer*** does not meet the production requirements set forth in Exhibit IV.

G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by ***County*** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages.

H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

## Section V
## Coordination with the County

A. The ***County Judge*** will act on behalf of ***County*** with respect to the work to be performed under this Agreement. The ***County Judge*** shall have complete authority to interpret and define ***County's*** policies and decisions with respect to ***Engineer's*** services. The ***County Judge*** may designate representatives to transmit instructions and receive information.

B. ***Engineer*** shall not commence work on any phase of the ***Project*** until a thorough briefing on the scope of the ***Project*** is received and a written Work Authorization is issued by the ***County Judge*** in substantially the form of Attachment A to Exhibit I.

C. ***Engineer*** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that ***Engineer*** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

D. ***Engineer*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Engineer's*** judgment it is feasible to proceed with the recommendations given any constraints affecting the ***Project***.

E. ***Engineer*** shall cooperate and coordinate with ***County's*** staff, and other engineers and contractors as reasonable and necessary and as required by the ***County Judge***.

## Section VI
## Review of Work Product

A. ***Engineer's*** engineering work product will be reviewed by ***County*** under its applicable technical requirements and procedures.

B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by ***Engineer*** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to ***County*** shall be determined by ***County*** within thirty (30) days of such submittal and ***County*** shall notify ***Engineer*** in writing within such 30-day period if such work product has been found to be incomplete.

C. If the submission is complete, ***County*** shall notify ***Engineer*** and ***County's*** technical review process will begin.

D. If the submission is incomplete, ***County*** shall notify ***Engineer***, who shall perform such professional services as are required to complete the work and resubmit it to ***County***. This process shall be repeated until a submission is complete.

E. ***County*** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to ***Engineer***, who shall perform any required work and resubmit it to ***County***. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the ***County Judge's*** opinion substantial compliance with the requirements of this Agreement has been achieved.

F. After acceptance, ***Engineer*** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the ***County Judge***. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

G. After approval of final engineering work products, ***Engineer*** shall without additional compensation perform any work required as a result of ***Engineer's*** development of the products which is found to be in error or omission due to ***Engineer's*** negligence. However, any work required or occasioned for the convenience of ***County*** after approval of a final product shall be paid for as Additional Services.

H. In the event of any dispute over the classification of ***Engineer's*** work products as complete, accepted, or approved under this Agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer,*** subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

## Section VII
## Revision to Work Product

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

## Section VIII
## Engineer's Responsibility and Liability

A. ***Engineer*** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, ***Engineer*** shall inform ***County*** of such event within five working days.

B. ***Engineer*** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the ***County Judge*** regarding county permitting or similar requirements properly waivable by the ***County Judge***.

C. Acceptance and approval of the final plans by ***County*** shall not release ***Engineer*** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by ***County*** shall be an assumption of responsibility or liability by ***County*** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by ***Engineer***.

D. **_ENGINEER_ SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS _COUNTY_, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF _ENGINEER_ OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, _ENGINEER_ SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.

F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of

***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

H. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of ***County*** is incompetent or whose conduct becomes detrimental to the work or coordination with ***County***, shall upon ***County's*** and/or ***County Judge's*** request be immediately removed from association with the ***Project***.

I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to ***County***, as required by law.

K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of ***Engineer*** shall be classified as an employee of ***County***.

## Section IX
## Ownership of Documents

A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by ***Engineer*** are the property of ***County*** and upon completion of the work or termination of this Agreement or as otherwise instructed by ***County*** and/or ***County Judge,*** shall be delivered to ***County*** in an organized fashion with ***Engineer*** retaining a copy.

B. Any reuse by ***Engineer*** of any such documents described in subsection A above, without the specific written consent of ***County*** shall be at ***Engineer's*** sole risk and without liability or legal exposure to ***County***. Should ***Engineer*** be terminated, ***Engineer*** shall not be liable for ***County's*** use of partially completed designs, plans, or specifications on this ***Project*** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by ***Engineer***, or Surveyor, as applicable, as specified by professional standards.

C. ***Engineer*** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and ***County's*** respective engineers and contractors, without the specific written consent of ***Engineer***. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

## Section X

**Maintenance of and Right of Access to Records**

A. ***Engineer*** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the ***Project***, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

B. ***Engineer*** further agrees that ***County*** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ***Engineer***, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ***Engineer*** agrees that ***County*** shall have access during normal working hours to all necessary ***Engineer*** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. ***County*** shall give ***Engineer*** reasonable advance notice of intended audits.

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that ***County*** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. ***County*** shall give sub-consultant reasonable advance notice of intended audits.

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

**Section XI**
**Miscellaneous**

A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed

in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. ***Equal Opportunity in Employment. Engineer*** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

D. ***Certificate of Engineer. Engineer*** certifies that neither ***Engineer*** nor any members of ***Engineer's*** firm has:

(1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for ***Engineer***) to solicit or secure the work provided by the Agreement.

(2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

***Engineer*** further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the ***Project*** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

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

ENGINEER: Baker-Aicklen & Associates, Inc.
507 W. Liberty Avenue
Round Rock, TX 78664

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

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

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

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: _____
_____
_____

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

G. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent ***County*** becomes aware that ***Engineer*** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, ***Engineer*** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, ***County*** shall not have an affirmative duty to determine if ***Engineer*** is delinquent in the payment of property taxes.

H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

K. ***Compliance with Laws.*** ***Engineer*** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the ***Engineer*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

L. ***Reports of Accidents.*** Within 24 hours after ***Engineer*** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the ***Engineer***), whether or not it results from or involves any action or failure to act by the ***Engineer*** or any employee or agent of the ***Engineer*** and which arises in any manner from the performance of this Agreement, the ***Engineer*** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The ***Engineer*** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the ***Engineer***, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the ***Engineer***'s performance of work under this Agreement.

M. ***Definition of Engineer.*** The term "***Engineer***" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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

O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Corporation, duly authorized to transact and do business in the State of Texas.

Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

S. ***No Waiver of Immunities.***_Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

T. ***Interest and Late Payments. County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that ***County***, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to ***County*** as to whether or not the same are available to the public. It is further understood that ***County's*** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that ***County***, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished

to ***County*** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

V. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

X. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this_____ day of _____, 200___.

THE ENGINEER:

Baker-Aicklen & Associates, Inc.

BY: Stephen A. Ramsey, P.E.

Printed Name: Stephen A. Ramsey, P.E.

Title: Vice President

WILLIAMSON COUNTY:

_____

Dan A. Gattis

Williamson County Judge

OK

**Reviewed as to Form By:**

_____
Assistant County Attorney

_____
County Contract Auditor

# EXHIBIT I

## COMPENSATION FOR PROFESSIONAL SERVICES
## ACTUAL COST OF SERVICES METHOD

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

### SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of $344,147.00.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 ***Engineer*** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the ***Engineer's*** invoice cost.

### SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

### SECTION 3 – WORK AUTHORIZATIONS

3.1 ***County*** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the ***Engineer*** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the ***County*** and ***Engineer***. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the ***Engineer's*** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The ***Engineer*** shall promptly notify the ***County*** of any event which will affect completion of the Work

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

## SECTION 4 - ADDITIONAL SERVICES

4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.

4.2 ***Engineer*** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, ***Engineer*** shall not be compensated for work made necessary by ***Engineer's*** negligent errors or omissions.

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is $378,561.70, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

## SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

5.1 Upon submittal of the initial invoice for service, ***Engineer*** shall provide ***County Judge*** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

5.2 All invoices submitted to ***County Judge*** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the ***Project***.

5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.

5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by ***Engineer.***

5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org

## ATTACHMENT A

## WORK AUTHORIZATION NO. 1

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

**Part1.** The ***Engineer*** will provide the following engineering services:

The work to be performed under the Agreement will consist of providing professional engineering and surveying services for the development of PS&E to upgrade CR 170 from MAU2 to MAD4 from SH 45 to Pflugerville Loop. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. As provided in Exhibit B, the work to be performed by the **Engineer** under this work authorization, in general, will consist of:

1. Project Management
2. Surveying Services
3. PS&E Development
4. Surface and Subsurface Utility Location (SoftDig)
5. Utility Coordination
6. Bidding Phase Services

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is $322,947.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 30, 2010, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ___ day of _____, 200___.

ENGINEER:
Baker-Aicklen & Associates, Inc.

By: Stephen A. Ramsey, P.E.
Signature

Stephen A. Ramsey, P.E.
Printed Name

Vice President
Title

11·18·09
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

Williamson County Judge
Title

_____
Date

ok
MM

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule *(based on approved rates in PSA Exhibit II executed by Commissioners Court action)*

# EXHIBIT II

## HOURLY RATES

Effective May 1, 2009, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

| Classification | Rates |
|---|---|
| Sr. Project Manager | $175 per hour |
| Project Manager | $135 per hour |
| Sr. Project Engineer/Surveyor/Planner | $130 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Coordinator | $125 per hour |
| Project Engineer/Surveyor/Planner | $120 per hour |
| Project Engineering/Surveying/Planning/GIS Coordinator | $115 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Designer | $110 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Associate | $105 per hour |
| Project Engineering/Surveying/Planning/GIS Designer | $100 per hour |
| Engineering/Surveying/Planning/GIS Associate | $95 per hour |
| Engineering/Surveying/Planning/GIS Assistant | $90 per hour |
| Sr. Engineering/Surveying/GIS CAD Technician | $80 per hour |
| Engineering/Surveying/GIS CAD Technician | $70 per hour |
| CAD/GIS Computer Operator | $60 per hour |
| Administrative Assistant | $60 per hour |
| Expert Witness/Testimony/Deposition Services | Two Times Rate |
| Department Manager/Assistant Branch Manager | $185 per hour * |
| Branch Manager | $200 per hour * |
| Principal (as appropriate) | $220 per hour * |
| | |
| 1-Man Field Party | $75 per hour |
| 2-Man Field Party | $125 per hour |
| 3-Man Field Party | $165 per hour |
| 4-Man Field Party | $205 per hour |

**NOTES:**

1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
2. Field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the above-shown appropriate rates.

## EXHIBIT III

## COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.

2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.

3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.

4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

## EXHIBIT IV

## PRODUCTION SCHEDULE

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

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

## EXHIBIT V

## PROCEDURES FOR TERMINATION OR SUSPENSION

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

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.

3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

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

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

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

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

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit

a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

3. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

## EXHIBIT VI

## EQUAL OPPORTUNITY IN EMPLOYMENT

A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. ***Engineer*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Engineer*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary

of Labor, or as otherwise provided by law.

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

## EXHIBIT VII

## INSURANCE REQUIREMENTS

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

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $ 1,000,000 per occurrence and $ 2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $ 1,000,000 per occurrence and $ 1,000,000 in the aggregate. ***Engineer*** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $ 2,000,000 .

E. In the event ***Engineer*** is self-insured in connection with any or all of the above-required insurance policies, ***Engineer*** shall submit proof of such self-insurance and all financial statements as reasonably required by the ***County*** in order to determine the acceptability of such self-insurance.

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

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

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

## APPENDIX A

## SCOPE OF SERVICES

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

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

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

# APPENDIX B

## ENGINEER'S QUALIFICATIONS STATEMENT

# EXHIBIT A
## SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY (COUNTY)

The COUNTY will furnish to the ENGINEER the following information and/or perform the following tasks:

1. Provide a Project Manager to serve as the primary point of contact for the ENGINEER through the COUNTY or through their General Engineering Consultant (GEC) for the project.
2. Furnish all applicable data and correspondence the COUNTY may have on file for this project.
3. Provide existing typical sections, as-built drawings, and right-of-way maps for CR 170 and side streets as available.
4. Provide any existing survey data that is available in this vicinity.
5. Provide right-of-way acquisition services.
6. Provide environmental services including geologic assessment, if required.
7. Provide assistance with right-of-entry acquisition, as needed.
8. Provide assistance in obtaining information from local, regional, state and federal agencies, as required.
9. Provide pavement design.
10. Provide design criteria and approve design speed.
11. Provide timely reviews at predetermined milestones, decisions and directions necessary to permit the project to progress according to the agreed upon project schedule (Exhibit C).
12. Meet on an as need basis to answer questions, provide guidance, and offer comment.
13. Promptly review invoices to Williamson County's guidelines.
14. Provide Preliminary Cost Estimates.

## REFERENCES

1. Williamson County Design Criteria and Project Development Manual, latest edition
2. TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. TxDOT 2003 Texas Manual on Uniform Traffic Control, including latest revisions
4. TxDOT Construction Manual, latest edition
5. AASHTO " Green Book" – A Policy on Geometric Design of Highways and Streets
6. National Environmental Policy Act (NEPA)
7. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
8. Americans with Disabilities Act (ADA) Regulations

**NOTES**

1. All design shall be in accordance with the above references, except where variances are permitted in writing by the COUNTY (The above annotated list is not intended to be all inclusive, there may be other references required dependent upon the specific design needs of the project.).
2. The ENGINEER is responsible for purchasing all references which are required for the project.
3. Design Criteria Order of Precedence: Design Criteria for the Lakeline Boulevard project shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

# EXHIBIT B
## SERVICES TO BE PROVIDED BY BAKER-AICKLEN & ASSOCIATES, INC. (ENGINEER)

The work to be performed under this contract will consist of providing professional engineering and surveying services for the development of PS&E to reconstruct CR 170 from SH 45 to Pflugerville Loop in Williamson County. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. The work to be performed by the ENGINEER under this work authorization, in general, will consist of:

**ENGINEERING DESIGN SERVICES:**

1. **Project Management**
   This task will include the following activities:
   - Coordination with Williamson County (COUNTY) or their General Engineering Consultant (GEC) for the project.
   - Provide overall project management services including budget control, schedule control, project coordination, resource allocation, and preparation of invoices and Monthly Progress Reports.
   - Coordination with Environmental subconsultant.
   - Coordination with Right-of-Way (ROW) Acquisition subconsultant, if required.
   - Coordination with Utility Relocation subconsultant.
   - Ensure timely delivery of PS&E, all deliverables including electronic files, and hard copies of all pertinent information, all in American Standard System of Measure format.
   - Perform Quality Control/ Quality Assurance reviews.
   - General Project Meetings
     - Attend meetings as directed by COUNTY or GEC.
     - Record and distribute meeting minutes.
   - Submittals and Design Review Meetings - 30%, 60%, 90%, 95%, and 100% submittals will be required. The ENGINEER will attend 30%, 60% and 90% submittal review meetings. Three (3) copies will be required for each submittal. In addition, all submittals will be uploaded to ProjectWise in pdf format. Comments and revisions requested at the review meetings will be incorporated into the plans for the subsequent submittal.
     a. 30% Submittal & Review - Submittal will include preliminary cross sections, P&P sheets, existing and proposed typical sections, preliminary title and index sheets, preliminary drainage area map and drainage calculations, preliminary bridge layouts (if required), preliminary retaining wall layouts (if required), sequence of work outline, preliminary utility exhibits, summary sheet outline, identify potential utility conflicts, update estimates, and update project schedule.
     b. 60 % Submittal & Review - Submittal will include addressing 30% review comments, final typical sections, final drainage calculations, final bridge layouts (if required), final retaining wall layouts (if required) and details, final utility exhibits, preliminary traffic control plans, preliminary signing and pavement marking layouts, preliminary construction working days schedule, update cross sections, estimates, and project schedule.

c. 90% Submittal & Review - Submittal will include addressing 60% review comments, final utility conflict identification and resolution, final P&P sheets, final signing and striping layouts, final miscellaneous roadway details, final bridge design and details (if required), final retaining wall design and details (if required), final traffic control plans, final SW3P, final quantities, update estimates and project schedule, construction working days schedule, general notes and specifications.
d. 95% Submittal & Review – Address 90% review comments, update quantities, update general notes, specifications, and estimate. Provide one set of 11"x 17" plans for final review, with a registered Professional Engineer's seal on each sheet, and four (4) sets of prints of the plans including all applicable standards.
e. 100% Submittal & Review – Address final review comments.

**2. PS&E Development**

This task will include the following activities:

**A. Roadway Design Controls**

- Establish and confirm design criteria.
- Develop geometric design elements including conceptual typical sections, horizontal and vertical alignment, cross-slopes, superelevation requirements, and intersection geometrics.
- Preliminary design cross sections will be developed at 100' intervals for the estimation of cut and fill quantities and to verify proposed ROW.
- Develop typical section sheets for existing and proposed typical sections (NTS).
- Develop Project Layout sheet (1" = 500'),
- Develop Horizontal Alignment Data sheet.
- Develop roadway plan and profile sheets (1" = 100'). Coordinates, superelevation data, major earthwork quantities, stations, and elevations of key alignment features and benchmarks will be noted.
- Develop driveway details, grading details, intersection details, and miscellaneous roadway detail sheets.
- Finalize design cross sections and develop cross section sheets. Cross section sheets will be developed at a scale of 1" = 10'. Determine the quantities of cut and fill for each cross section.
- Determine the location and size of any necessary construction easements.
- Assemble applicable State, County and City roadway standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Prepare Summary of Roadway Quantities at the 90% submittal.

**B. Drainage Design**

- Establish and confirm drainage design criteria.
- Identify needs to provide for permanent structural water quality and detention controls.
- Perform preliminary drainage analysis with vicinity drainage area maps and project discharges calculated.

- Assemble design records relating to existing stormwater systems in the currently improved sections of CR 170 north and south of the project limits. Confirm that the existing systems have capacity to accept the project discharges.
- Determine the need for possible culverts under the intersecting streets (Edville Drive, Glenn Drive, and Roundville Lane).
- Perform sizing of water quality and detention controls, if required, and locate appropriate sites for controls. Determine associated easement requirements.
- Prepare preliminary storm sewer layout.
- Prepare drainage report covering all items above.
- Finalize drainage analysis and design.
- Develop drainage area map (1" = 100'). Delineate drainage area boundaries based on USGS topographic maps, contour maps, and field survey reconnaissance.
- Calculate peak discharges - Determine conveyance paths, channel slopes, time of concentration, and select runoff coefficients/RCN curve numbers, to determine design-year flows.
- Develop models of conveyance elements. A model will be developed for proposed drainage structures on CR 170.
- The roadway profile will be designed to not be overtopped by the peak flow resulting from the design storm event. The design storm event will be based on the hydrologic study prepared by the ENGINEER. The proposed improvements will be modeled to create the Post Project Condition Model. The ENGINEER will review the Post Project Condition Model to ensure compliance with Federal, State, and Local regulations.
- Finalize design of street storm sewer system.
- Finalize design of stormwater detention components.
- Generate hydraulic computation sheets for all culverts and storm sewer / inlets.
- Determine the size and location of any necessary drainage easements.
- Prepare Drainage Report – Prepare a drainage report summarizing the findings and recommendations developed in the preliminary drainage study. The report will document all relevant calculations, exhibits and supporting documents including the final drainage design. The ENGINEER will size each drainage component to pass the appropriate design-year storm without exceeding allowable flow depths in the gutter. The TxDOT Hydraulic Manual will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Hydraulic data will be summarized on the drainage system layout. Any additional design of drainage improvements to the receiving systems downgradient will require a supplemental agreement.
- Develop drainage system layout sheets for drainage structures in accordance with County standard details and the TxDOT Hydraulic Manual.
- Prepare drainage plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble applicable State, County and City drainage standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate quantities for drainage items for the project at the 90% submittal.

**C. Water Quality**

- The project limits lie within the Edwards Aquifer Transition Zone. Meet as required with TCEQ to discuss project scope, expected pollutant loading rates, and appropriate permanent controls to meet the water quality requirements of the design drainage area.
- Evaluate different water quality control options and means to integrate these options into the design of the street drainage system.
- Perform the necessary water quality design, verify that the pollutant removal rates meet TCEQ requirements, and generate all necessary water quality permit and construction plans and specifications.
- Prepare and process the Water Pollution Abatement Plan (WPAP) through TCEQ.

**D. Storm Water Pollution Prevention Plans (SW3P)**

- Prepare SW3P Index Sheet and develop SW3P layouts at a scale of 1 in = 100 feet showing all necessary erosion control devices such as: sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required.
- The ENGINEER will develop a SW3P plan consistent with the project construction phases that will minimize sediment discharge from the project site through runoff. The plan will identify the SW3P components that will mitigate the impacts of construction activities. The SW3P will be in compliance with TxDOT manual *Storm Water Management Guidelines for Construction Activities* or as directed by the COUNTY.
- Assemble applicable State, County and City SW3P standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for SW3P items for the project at the 90% submittal.

**E. Signing and Pavement Markings**

- Signing and Pavement Marking Layout - Prepare a signing and marking layout at a scale of 1" = 100'. The signing and marking layout will identify the various types of pavement markings, proposed signing, delineation and location of project features which would present a hazard to traffic.
- Prepare a small sign summary sheet.
- Assemble applicable State, County and City signing and pavement marking standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for signing and pavement marking items for the project at the 90% submittal.

**F. Traffic Control Plan (TCP)**

- Prepare preliminary traffic control plan consisting of a conceptual phasing layout, typical sections and a narrative of the construction sequence. This plan will consist of one plot showing plan views of rough phases of construction with the sequence

narrative (1" = 200' roll plot). Layout will highlight construction and traffic areas for major phases required.

- Develop TCP narrative, typical sections, and layouts (1" = 100'). The plan will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, and other TCP related items. A narrative will be prepared incorporated into the plans.
- Assemble applicable State, County and City traffic control and work zone standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for traffic control items for the project at the 90% submittal.

**G. Miscellaneous Roadway Sheets**

- Project Title Sheet
- Supplemental Index Sheet
- Project Estimate - Prepare an engineer's estimate of probable construction cost. The estimate will be prepared for the project at the 30%, 60%, 90% and 100% submittals
- General Notes and Specifications - The ENGINEER will prepare the general notes, specification data, and Basis of Estimate.
- Construction Schedule - Prepare a construction working days schedule which will identify major items of work for the construction project.

**H. PS&E Deliverables**

- PS&E for review at 30% submission
  - Preliminary roadway plan/profile sheets developed
  - Preliminary cross sections
  - Existing and proposed typical sections
  - Preliminary title and index Sheets
  - Preliminary drainage area map and drainage calculations
  - Sequence of work outline
  - Preliminary Engineer's Opinion of Probable Construction Cost
  - Preliminary list of bid items
  - Quantity summary sheets will not be included

- PS&E for review at 60% submission
  - All roadway plan/profile sheets developed
  - Preliminary cross sections
  - All drainage sheets developed
  - Erosion control sheets
  - TCP sheets
  - Signing and pavement marking layouts
  - List of standards
  - Preliminary Engineer's Opinion of Probable Construction Cost
  - Preliminary list of bid items

- Quantity summary sheets will not be included

- PS&E for review at 90% submission
  - Full set of plan sheets with quantities and standards
  - Project Construction Manual (Bid Documents, Contract Documents, and Specifications) for bidding purposes.
  - Final cross sections and earthwork calculations
  - Project Manual
  - Final Engineer's Opinion of Probable Construction Cost

- PS&E for review at 100% submission – All items of 90% submittal with corrections from 90% review

- Project Data
  - Design criteria and assumptions
  - Design calculations including horizontal and vertical alignments, superelevation transitions, hydraulic calculations
  - QA/QC forms
  - Copies of all permits and approvals
  - CDs containing electronic copies of all design files
  - CDs containing PDFs of all sheet files within the plans

3. **Surveying Tasks**
   - Develop property owner list
   - Establish a conventional vertical and horizontal control traverse
   - Locate existing right-of-way and boundary line monumentation
   - Design topographic and tree survey
   - Prepare right-of-way acquisition documents
   - Set property corners for new right-of-way / property lines
   - Stake the centerline of new right-of-way for use by others
   - Establish permanent horizontal and vertical control (set 3 benchmarks)
   - Stake and/or locate Geotech Bore Hole locations
   - Locate any environmental/cultural/historical features that may be found by others
   - Prepare any easements that may result from roadway design

4. **Surface and Subsurface Utility Location (SoftDig)**
   - Surface Locates (Quality Level C & B)
     - Designate, record and mark the approximate horizontal location (accurate within +/- 12") of existing utilities by geophysical prospecting techniques.
     - SoftDig will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SoftDig does not guarantee that utilities marked constitute all utilities within the project area.
     - Data Management (Survey and CADD Mapping) is not included unless specifically requested and included with Schedule of Fees.

   - Subsurface Locates (Quality Level A)
     - SoftDig will provide all necessary equipment and support personnel, including all maintenance of protection of traffic devices and equipment in accordance with the Texas Manual of Uniform Traffic Control Devices if required. M.O.T. devices not routinely and normally carried and flaggers will be invoiced as an expense.
     - Comply with any and all OCSI and ULCC requirements
     - Coordinate with utility company inspectors as required by the resultant agreement and by law.
     - Neatly cut and remove existing paving, with the cut area not exceeding 12" x 12". Excavate using the SoftDig vacuum excavation system.
     - Excavate test holes in such a manner as to prevent any damage to utilities.
     - Be responsible for any damage to a utility during excavation.
     - Backfill with approved material around utility structure.
     - Furnish, install and color-code a permanent above-ground marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure as well as "down the hole" color-coded plastic ribbon.
     - Provide a bituminous patch of pavement within the limits of the original cut at the time of backfill. Pavement restoration is guaranteed for 3 years. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation.
     - Provide the following test hole information:
       - Elevation of top and/or bottom of utility tied to vertical control provided, to within 3 mm (0.01 ft). If control is not provided, control will be assumed.
       - Elevation of existing grade over utility at test hole to within 3 mm (0.01 ft).
       - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
       - Utility structure material compositions and condition, when possible.
       - Pavement thickness, generalized soil type and unusual conditions.
     - Should suspected hazardous materials be encountered in the test hole, SoftDig crews will immediately contact the client representative and the SoftDig office. SoftDig will also comply with DOT hazardous Material Regulation Procedures.

5. **Utility Coordination**
   This task will include the following activities:
   - Coordinate and assist with the relocation of utilities.
   - Develop exhibits that indicate conflicts between identified existing utilities and proposed construction.
   - Recommend resolution for each utility conflict.
   - Meet with utility company representatives to discuss relocation requirements and take notes as needed.

6. **Bidding Phase Services**
   - Distribute plan sets and answer questions from bidders.
   - Develop and issue addenda as appropriate to interpret, clarify, or expand the bid documents.
   - Maintain a planholders list and ensure that addenda are issued to all planholders.
   - Attend prebid meeting.
   - Review and evaluate bids.
   - Prepare bid analysis.
   - Prepare an Engineer's Recommendation of Award and make recommendation of bid award to Williamson County.

7. **Miscellaneous Services**
   - Develop exhibits as needed to conduct 1 public meeting
   - Attend up to 5 neighborhood meetings

8. **Construction Phase Services**
   - Attend preconstruction meeting and issue a Notice to Proceed on behalf of Williamson County.
   - Review shop drawings submitted by the contractor for compliance with design concepts.
   - Visit project site once per month to observe and report on the progress and the quality of the executed work.
   - Respond to up to 20 Requests for Information (RFI).

9. **Services Not Included**
   - Earthwork quantities separated by construction phase.
   - Design work for the relocation of utilities.
   - Traffic Studies that develop traffic projections.

## REFERENCES

1. Williamson County Design Criteria and Project Development Manual, latest edition
2. TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. TxDOT 2003 Texas Manual on Uniform Traffic Control, including latest revisions
4. TxDOT Construction Manual, latest edition

5. AASHTO " Green Book" – A Policy on Geometric Design of Highways and Streets
6. National Environmental Policy Act (NEPA)
7. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
8. Americans with Disabilities Act (ADA) Regulations

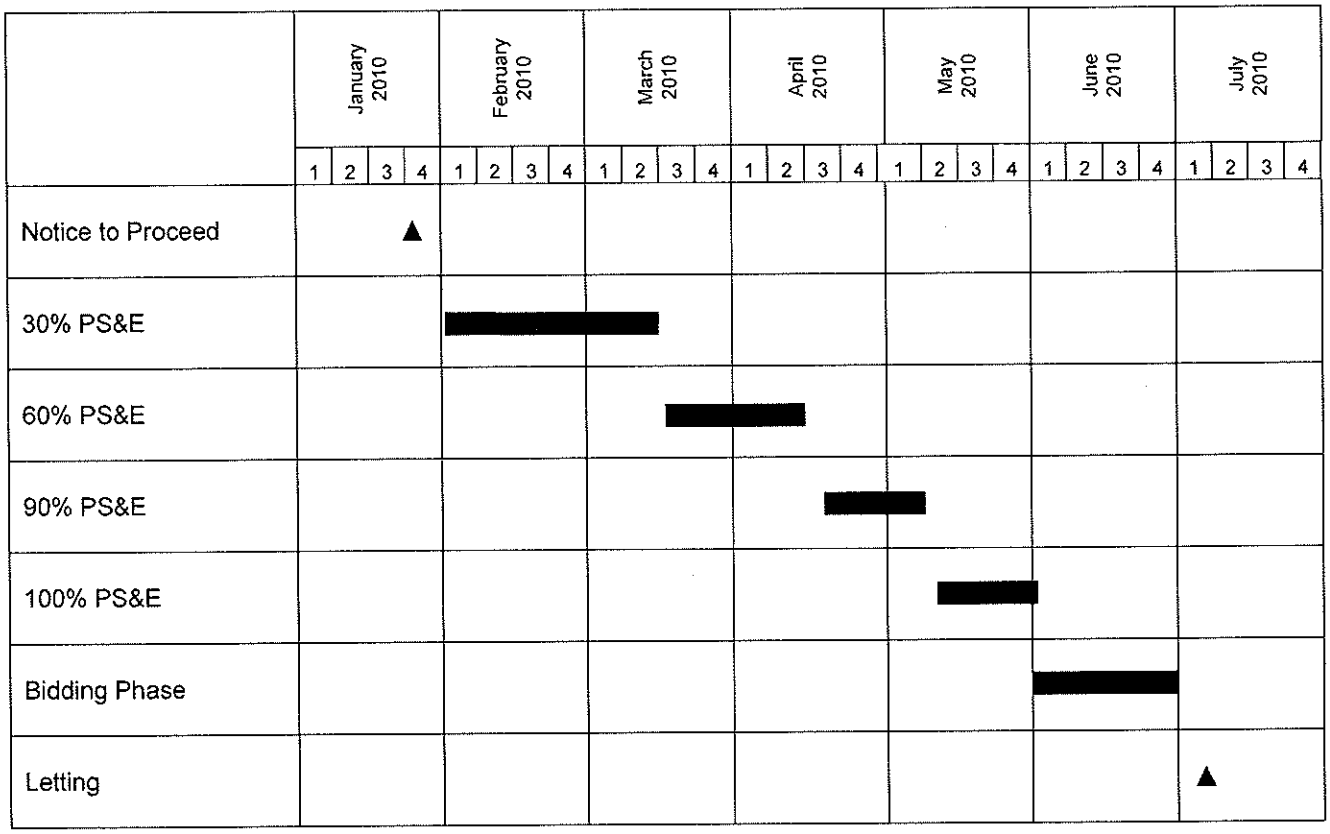
**NOTES**

1. All design shall be in accordance with the above references, except where variances are permitted in writing by the COUNTY (The above annotated list is not intended to be all inclusive, there may be other references required dependent upon the specific design needs of the project.).
2. The ENGINEER is responsible for purchasing all references which are required for the project.
3. Design Criteria Order of Precedence: Design Criteria for the CR 138 development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

PS&E
CR 170 in Williamson County

Contract No. _____
Work Authorization No. 1

# Exhibit C
## Work Schedule



PS&E
CR 170 in Williamson County

Exhibit D
Fee Schedule

Contract No. _____
Work Authorization No. 1

| Function Code/ Task Number | Task Description | B-A Engineering | B-A Surveying | SoftDig | Total |
|---|---|---|---|---|---|
| | Surveying Tasks | | $37,777.50 | | $37,777.50 |
| | PS&E | $250,545.00 | | | $250,545.00 |
| | Surface and Subsurface Utility Location | | | $15,200.00 | $15,200.00 |
| | Utility Coordination | $4,950.00 | | | $4,950.00 |
| | Bidding Phase Services | $8,195.00 | | | $8,195.00 |
| | Miscellaneous Services | $3,630.00 | | | $3,630.00 |
| | Construction Phase Services | $21,200.00 | | | $21,200.00 |
| | | | | | |
| | TOTAL LABOR | $288,520.00 | $37,777.50 | $15,200.00 | $341,497.50 |
| | Direct Expenses | $1,237.50 | | $1,412.00 | $2,649.50 |
| | TOTAL | $289,757.50 | $37,777.50 | $16,612.00 | $344,147.00 |

**EXHIBIT D**
**FEE SCHEDULE**



| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Admin. Asst. | Hours | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | PROJECT MANAGEMENT | | | | | | | | | |
| | Project Coordination | | 2 | 36 | 24 | 8 | | 8 | 78 | $9,770.00 |
| | QA/QC | | 8 | 24 | 24 | | | | 56 | $7,760.00 |
| | Project Meetings (6 - 3 hours/meeting for 2 staff) | | | 18 | 18 | | | 12 | 48 | $5,490.00 |
| | Project Review Meetings (30%,60%,90%) | | | 9 | 9 | | | 6 | 24 | $2,745.00 |
| | Subtotal | | 10 | 87 | 75 | 8 | 0 | 26 | 206 | $25,765.00 |
| | GEOMETRIC DEVELOPMENT | | | | | | | | | |
| | Establish Design Criteria | | | 6 | 4 | | | | 10 | $1,330.00 |
| | Typical Sections | 2 | | 8 | 4 | | 20 | | 32 | $3,600.00 |
| | Create Horizontal/Vertical Alignments | | | 2 | | 4 | 24 | | 30 | $3,150.00 |
| | Preliminary Design Cross Sections | | | 4 | | | 40 | | 44 | $4,540.00 |
| | Preliminary TCP | | | 8 | | | 36 | | 44 | $4,680.00 |
| | Design Summary Report | | | 20 | | 40 | | | 60 | $7,500.00 |
| | Subtotal | | 0 | 48 | 8 | 44 | 120 | 0 | 220 | $24,800.00 |
| | ROADWAY DESIGN CONTROLS | | | | | | | | | |
| | Roadway Plan & Profile | 8 | 2 | 16 | 4 | 40 | 80 | | 142 | $15,830.00 |
| | Grading Details | 2 | | 4 | 2 | 18 | 40 | | 64 | $6,960.00 |
| | Driveway Detail Sheet | 1 | | 1 | | 10 | 24 | | 35 | $3,735.00 |
| | Miscellaneous Roadway Detail Sheet | 1 | | 2 | | 8 | 12 | | 22 | $2,430.00 |
| | Design Cross Sections & Sheets / Earthwork | | 2 | 6 | 4 | 8 | 40 | | 60 | $6,640.00 |
| | Subtotal | 12 | 4 | 29 | 10 | 84 | 196 | 0 | 323 | $35,595.00 |
| | DRAINAGE | | | | | | | | | |
| | Preliminary Drainage Analysis | | | | 40 | | 8 | | 48 | $6,000.00 |
| | Drainage Easement Assessment | | | 2 | 20 | | | | 22 | $2,870.00 |
| | Drainage Report | | 8 | 4 | 20 | | | 12 | 44 | $5,260.00 |
| | Drainage Area Map | 2 | | 8 | 24 | | 20 | | 52 | $6,200.00 |
| | Hydrologic Calculations (Conveyance & Detention) | | 12 | 8 | 40 | 8 | | | 68 | $9,340.00 |
| | Miscellaneous Drainage Detail Sheet | 2 | | 8 | 24 | | 24 | | 56 | $6,600.00 |
| | Hydraulic analysis (Storm Sewer) | | 8 | 8 | 40 | 24 | | | 80 | $10,560.00 |
| | Storm Sewer Plan and Profile | 12 | 12 | 18 | 24 | | 24 | | 78 | $10,050.00 |
| | Detention / Details | 4 | 4 | 8 | 24 | 24 | | | 60 | $7,780.00 |
| | Subtotal | 20 | 44 | 64 | 256 | 56 | 76 | 12 | 508 | $64,660.00 |
| | SIGNING & STRIPING | | | | | | | | | |
| | Signing & Striping | 12 | | 8 | | 24 | 40 | | 72 | $7,960.00 |
| | Sign Detail Sheet | 1 | | 2 | | 2 | 8 | | 12 | $1,310.00 |
| | Subtotal | 13 | 0 | 10 | 0 | 26 | 48 | 0 | 84 | $9,270.00 |

**EXHIBIT D**
**FEE SCHEDULE**



| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Admin. Asst. | Hours | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | WATER QUALITY | | | | | | | | | |
| | Water Quality Design | 2 | | 2 | 32 | | 16 | | 50 | $6,030.00 |
| | Water Pollution Abatement Plan | | | 6 | 48 | | 18 | 16 | 88 | $9,810.00 |
| | Subtotal | 2 | 0 | 8 | 80 | 0 | 34 | 16 | 138 | $15,840.00 |
| | MISCELLANEOUS DESIGN | | | | | | | | | |
| | Establish ROW Requirements | | | 16 | 6 | | | | 22 | $2,940.00 |
| | Prepare ROW Exhibits | | | 6 | 4 | | 24 | 4 | 38 | $3,970.00 |
| | Engineer's Estimate of Probable Construction Cost | | | 4 | | 8 | | | 12 | $1,500.00 |
| | Design Exceptions, Variances and Waiver Report | | 1 | 4 | | 4 | | 2 | 11 | $1,315.00 |
| | Constructability Review | | 1 | 4 | | 4 | | | 9 | $1,195.00 |
| | Subtotal | | 2 | 34 | 10 | 16 | 24 | 6 | 92 | $10,920.00 |
| | MISCELLANEOUS ROADWAY | | | | | | | | | |
| | Title Sheet | 1 | | 2 | | 2 | 12 | | 16 | $1,710.00 |
| | Index | 1 | | 2 | | 4 | 8 | | 14 | $1,550.00 |
| | Project Layout | 1 | | 1 | 1 | 2 | 20 | | 24 | $2,505.00 |
| | Horizontal Alignment Data Sheet | 1 | | 1 | | | 16 | | 17 | $1,735.00 |
| | Compute and Tabulate Quantites/Summary Sheets | 5 | | 4 | 2 | 12 | 40 | | 58 | $6,240.00 |
| | TCP Narrative | 2 | | 2 | | 10 | 6 | | 18 | $2,070.00 |
| | TCP Typicals | 1 | | 6 | | 8 | 16 | | 30 | $3,370.00 |
| | TCP Layouts | 30 | 2 | 12 | | 40 | 160 | | 214 | $22,770.00 |
| | SW3P Layouts | 6 | | 2 | | 20 | 80 | | 102 | $10,670.00 |
| | Standards | 80 | | 1 | 1 | 2 | 60 | | 64 | $6,505.00 |
| | Construction Estimate | | 1 | 1 | | 8 | | | 10 | $1,270.00 |
| | General Notes/Specifications | | | 2 | | 14 | | | 16 | $1,950.00 |
| | Design Summary Report (DSR) | | | 2 | | 8 | | 2 | 12 | $1,350.00 |
| | Subtotal | 128 | 3 | 38 | 4 | 130 | 418 | 2 | 595 | $63,695.00 |
| | **PS&E Total Sheets/Labor** | 177 | 63 | 318 | 443 | 364 | 916 | 62 | 2166 | $250,545.00 |
| | | | | | | | | | | |
| | UTILITY COORDINATION | | | | | | | | | |
| | Develop Exhibits | | | 2 | | 4 | 12 | | 18 | $1,950.00 |
| | Meet with Utility Company Representatives | | | 4 | | 8 | | | 12 | $1,500.00 |
| | Recommend Resolution for Each Utility Conflict | | | 4 | | 8 | | | 12 | $1,500.00 |
| | | | | | | | | | | |
| | **Utility Coordination Total** | 0 | 0 | 10 | 0 | 20 | 12 | 0 | 42 | $4,950.00 |
| | | | | | | | | | | |

**EXHIBIT D**
**FEE SCHEDULE**



| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Admin. Asst. | Hours | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | BIDDING PHASE SERVICES | | | | | | | | | |
| | Develop Project Manual | | | 8 | 2 | 20 | | 10 | 40 | $4,340.00 |
| | Issue Addenda and Clarifications | | | 4 | 2 | 2 | | 4 | 12 | $1,280.00 |
| | Pre-Bid Meeting | | | 3 | 3 | | | 2 | 8 | $915.00 |
| | Review and Evaluate Bids | | 1 | 2 | | 4 | | 4 | 11 | $1,165.00 |
| | Engineer's Recommendation of Award | | | 1 | | 2 | | 2 | 5 | $495.00 |
| | | | | | | | | | | |
| | **Bidding Phase Services Total** | 0 | 1 | 18 | 7 | 28 | 0 | 22 | 71 | $8,195.00 |
| | | | | | | | | | | |
| | MISCELLANEOUS SERVICES | | | | | | | | | |
| | Develop Exhibits | | | 2 | | 4 | 12 | | 18 | $1,950.00 |
| | Attend 3 Neighborhood Meetings | | 2 | 6 | 4 | | | | 12 | $1,680.00 |
| | | | | | | | | | | |
| | **Miscellaneous Services Total** | 0 | 2 | 8 | 4 | 4 | 12 | 0 | 30 | $3,630.00 |
| | | | | | | | | | | |
| | CONSTRUCTION PHASE SERVICES | | | | | | | | | |
| | Pre-Construction Meeting | | | 3 | 3 | | | | 6 | $795.00 |
| | Shop Drawing Review | | | 4 | 2 | 16 | | | 22 | $2,720.00 |
| | Project Site Visit | | 2 | 24 | 12 | 48 | | | 86 | $10,910.00 |
| | 20 RFIs | | | 5 | 10 | 40 | | | 55 | $6,775.00 |
| | | | | | | | | | | |
| | **Construction Phase Services Total** | 0 | 2 | 36 | 27 | 104 | 0 | 0 | 169 | $21,200.00 |
| | | | | | | | | | | |
| | Direct Expenses | | | | | Number | Rate | | | |
| | Mileage | | | | | 1500 | $0.505 | | | $757.50 |
| | Digital Ortho Plots | | | | | | $2.50 | | | $0.00 |
| | Mylars | | | | | 150 | $2.00 | | | $300.00 |
| | Plotting & Reproduction (30%, 60%,90%,final) | | | | | 1800 | $0.10 | | | $180.00 |
| | Court Reporter | | | | | | $280.00 | | | $0.00 |
| | | | | | | | | | | |
| | Direct Expenses Subtotal | | | | | | | | | $1,237.50 |
| | **Total** | | | | | | | | | $289,757.50 |
| | | | | | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Labor Rates w/overhead and fixed fee | $175.00 | $135.00 | $130.00 | $120.00 | $100.00 | $60.00 |

**EXHIBIT D**
**FEE SCHEDULE**



| Func. Code | Task Description | Sr. Project Manager | 3-Man Field Crew | 2-Man Field Crew | Project Surveyor | Admin. Asst. | Hours | Total |
|---|---|---|---|---|---|---|---|---|
| | **Surveying Tasks** | | | | | | | |
| | Develop property owner list (ROE) | 1 | | | | 4 | 5 | $415.00 |
| | Establish a conventional vertical and horizontal control traverse | 0.5 | 16 | | 8 | | 24.5 | $3,687.50 |
| | Locate existing right-of-way and boundary line monumentation | 1.5 | 24 | | 16 | | 41.5 | $6,142.50 |
| | Design topographic and tree survey | 0.5 | 32 | | 16 | | 48.5 | $7,287.50 |
| | Prepare right-of-way acquisition documents | 2 | 0 | | 30 | | 32 | $3,950.00 |
| | Set property corners for new r.o.w./property lines | 1 | 16 | | 4 | | 21 | $3,295.00 |
| | Stake the centerline of new right-of-way for use by others | 0.5 | 12 | | 4 | | 16.5 | $2,547.50 |
| | Establish permanent horizontal and vertical control (set 3 benchmarks) | 0.5 | 16 | | 8 | | 24.5 | $3,687.50 |
| | Stake and/or locate Geotech Bore Hole locations | 0.5 | 8 | | 2 | | 10.5 | $1,647.50 |
| | Locate any environmental/cultural/historical features that may be found by others | 0.5 | 8 | | 4 | | 12.5 | $1,887.50 |
| | Prepare any easements that may result from roadway design | 2 | | | 24 | | 26 | $3,230.00 |
| | Subtotal | 10.5 | 132 | 0 | 116 | 4 | 262.5 | $37,777.50 |
| | **Surveying Tasks Total** | 10.5 | 132 | 0 | 116 | 4 | 262.5 | $37,777.50 |
| | | | | | | | | |
| | | $175.00 | $165.00 | $125.00 | $120.00 | $60.00 | | |

**EXHIBIT D**
**FEE SCHEDULE**



| Func. Code | Task Description | Estimated Quantity | Rate | Per Unit | Total |
|---|---|---|---|---|---|
| | Surface and Subsurface Utility Location | | | | |
| | Surface Locates | 13,371 | $0.89 | LF | $11,900.00 |
| | Subsurface Locates | 5 | $660.00 | Test Hole | $3,300.00 |
| | Subsurface Extra for Pavement over 8" | 0 | $20.00 | Test Hole | $0.00 |
| | | | | | |
| | Surface and Subsurface Utility Location Subtotal | | | | $15,200.00 |
| | | | | | |
| | Direct Expenses | Number | Rate | Per Unit | |
| | Vacuum Truck | 1 | $300.000 | LS | $300.00 |
| | Per Diem Meals (2 men / 4 days) | 8 | $44.00 | Person/Day | $352.00 |
| | Per Diem Lodging (2 men / 4 days) | 8 | $95.00 | Person/Day | $760.00 |
| | Field Drawings | | | sheet | $0.00 |
| | Test Hole Report | | | sheet | $0.00 |
| | | | | | |
| | Direct Expenses Subtotal | | | | $1,412.00 |
| | **Surface and Subsurface Utility Location Total** | | | | $16,612.00 |
| | | | | | |

Pape-Dawson Engineers, Inc. PSA for 2006 Road Bond Program

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Marie Walters, Road Bond |
| Department: | Road Bond |
| Contract Oversight: | |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approving Pape-Dawson Engineers, Inc. Professional Service Agreement (PSA) for the 2006 Road Bond Program to allow for Work Authorization #1 for the Hero Way (US 183 to CR 269) project.

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: Pape-Dawson PSA for 2006 RB

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Hal Hawes | Hal Hawes | 11/23/2009 01:36 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/23/2009 01:50 PM | APRV |
| 3 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:25 AM | APRV |

Form Started By: Marie Walters Started On: 11/23/2009 12:40 PM

Final Approval Date: 11/24/2009

**Contract No.** Pape-Dawson Engineers, Inc.

RECEIVED
NOV 23 2009
BY: PSI

***Checklist***

**Prior to Initiation of Work**

- ☐ Signed and Executed Agreement
- ☐ Scope of Services – Appendix A
  - o Exhibit A – Services to be provided by County
  - o Exhibit B – Services to be provided by Engineer
  - o Exhibit C – Work Schedule
  - o Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☐ Hourly Rates of Engineer – Exhibit II
- ☐ Work Authorization - Attachment A to Exhibit I
  - o Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
  - o Plans
  - o Maps
  - o Studies
  - o Reports
  - o Field Notes
  - o Statistics
  - o Computations
  - o Other: _____
- ☐ Contractors Qualification Statement – Appendix B pre-qual is filed 11/5/09
- ☐ Insurance
  - o Worker's Compensation
  - o Commercial General Liability Insurance
  - o Automobile Liability Insurance
  - o Professional Liability Errors and Omissions Insurance
  - o Self Insurance Documentation
  - o Insurance Certificates for Subcontractors and/or Sub-consultants
  - o Approval of Insurance by County

**Course of Work**

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

**Notices (as applicable)**

**Contract No. _____**

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

**Documentation for Payment**

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

**Contract No. _____**

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS


| SECTION: | TITLE: | | PAGE |
|---|---|---|---|
| I. | *Employment of the Engineer* | | 1 |
| II. | *Basic Services of the Engineer* | | 1 |
| III. | *Fee Schedule* | | 3 |
| IV. | *Period of Service* | | 3 |
| V. | *Coordination with the County* | | 4 |
| VI. | *Review of Work Product* | | 5 |
| VII. | *Revision to Work Product* | | 6 |
| VIII. | *Engineer's Responsibility and Liability* | | 6 |
| IX. | *Ownership of Documents* | | 8 |
| X. | *Maintenance of and Right of Access to Records* | | 8 |
| XI. | *Miscellaneous:* | | |
| | A. | Severability | 9 |
| | B. | Venue and Governing Law | 9 |
| | C. | Equal Opportunity in Employment | 9 |
| | D. | Certificate of Engineer | 9 |
| | E. | Notice | 10 |
| | F. | Insurance Requirements | 11 |
| | G. | Property Taxes | 11 |
| | H. | Successors and Assigns | 11 |
| | I. | Bidding Exemption | 11 |
| | J. | Taxpayer Identification | 11 |
| | K. | Compliance with Laws | 11 |
| | L. | Reports of Accidents | 11 |
| | M. | Definition of Engineer | 12 |
| | N. | Gender, Number and Headings | 12 |
| | O. | Incorporation of Exhibits & Attachments | 12 |
| | P. | Entity Status | 12 |
| | Q. | Construction | 12 |
| | R. | Independent Contractor Relationship | 12 |
| | S. | No Waiver of Immunities | 12 |
| | T. | Interest and Late Payments | 12 |
| | U. | Texas Public Information Act | 13 |
| | V. | Acknowledgement | 13 |
| | W. | Governing Terms and conditions | 13 |
| | X. | Entire Agreement | 13 |
| | **Signature Page** | | 14 |

**Contract No. _____**

TABLE OF CONTENTS (cont'd)


| | | |
|---|---|---|
| **EXHIBIT I** | ***Compensation for Professional Services*** | 15 |
| | **Attachment A – Work Authorization** | 17 |
| **EXHIBIT II** | ***Hourly Rates*** | 19 |
| **EXHIBIT III** | ***Compensation for Additional Professional Services*** | 20 |
| **EXHIBIT IV** | ***Production Schedule*** | 21 |
| **EXHIBIT V** | ***Procedures for Termination or Suspension*** | 22 |
| **EXHIBIT VI** | ***Equal Opportunity in Employment*** | 24 |
| **EXHIBIT VII** | ***Insurance Requirements*** | 26 |
| **APPENDIX A** | ***Scope of Services*** | 27 |
| **APPENDIX B** | ***Engineer's Qualification Statement*** | 28 |

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and _Pape-Dawson Engineers, Inc_ (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct a roadways under 2006 Road Bond Program;

WHEREAS, ***County*** desires to obtain professional services for Road Bond Projects(***the "Project"***);

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

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

## Section I
## Employment of the Engineer

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

## Section II
## Basic Services of the Engineer

A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.

B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

C. ***County*** shall provide ***Engineer*** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Judge*** so instructs ***Engineer***.

D. ***Engineer*** shall perform the following Basic Scope of Services:

1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the ***Project***, including any Public Hearings, satisfactory to the ***County Judge*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the ***Project***:

   a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
   b. Texas Department of Transportation Construction Manual, latest edition
   c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
   d. National Environmental Policy Act (NEPA)
   e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
   f. Americans with Disabilities Act (ADA) Regulations
   g. U.S. Army Corps Regulations
   h. Southern Building Code, latest edition
   i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
   j. National Electrical Code, latest edition
   k. Williamson County Design Criteria & Project Development Manual, latest edition
   l. TxDOT Bridge Division Foundation Manual, latest edition

3. Design Criteria Order of Precedence: Design Criteria for the ***Project*** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

4. As part of the Scope of Services, ***Engineer*** shall submit its work products to ***County*** for review at regular intervals.

5. The detailed Scope of Services for the ***Project*** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

## Section III
## Fee schedule

A. For and in consideration of the performance by ***Engineer*** of the work described in the Scope of Services, ***County*** shall pay and ***Engineer*** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by ***Engineer*** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

B. For the performance of services not specifically described in the Scope of Services ***Engineer*** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of ***Engineer's*** services as basic or additional services under this agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer***.

## Section IV
## Period of Service

A. ***Engineer*** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by ***Engineer*** of ***County's*** written Work Authorization and in accordance with the production timeline included in the Scope of Services.

C. Neither ***Engineer*** nor ***County*** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond ***Engineer's*** or ***County's*** reasonable control. Upon the discovery of such an event, ***Engineer*** shall notify ***County***, and attend a special meeting with the ***County Judge*** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the ***County Judge***.

D. ***County*** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by ***Engineer*** of written Notice of Reinstatement from ***County***. ***Engineer***, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the ***Project*** or the ***Engineer's*** services

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, ***Engineer*** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. ***County*** may unilaterally terminate this Agreement for reasons other than substantial failure by ***Engineer*** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. ***Engineer*** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of ***Engineer*** to perform, ***County*** may prosecute the work to completion by contract or otherwise and, in such a case, ***Engineer*** shall be liable for any additional costs incurred by ***County***.

F. ***Engineer*** specifically acknowledges that ***County*** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining ***County's*** actual damages, ***Engineer*** agrees that _one-hundred and No/100 Dollars ($100.00) per day shall be retained by ***County*** from any amounts due ***Engineer*** for every day that ***Engineer*** does not meet the production requirements set forth in Exhibit IV.

G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by ***County*** is found to be incomplete, as defined in SectionVI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

## Section V
## Coordination with the County

A. The ***County Judge*** will act on behalf of ***County*** with respect to the work to be performed under this Agreement. The ***County Judge*** shall have complete authority to interpret and define ***County's*** policies and decisions with respect to ***Engineer's*** services. The ***County Judge*** may designate representatives to transmit instructions and receive information.

B. ***Engineer*** shall not commence work on any phase of the ***Project*** until a thorough briefing on the scope of the ***Project*** is received and a written Work Authorization is issued by the ***County Judge*** in substantially the form of Attachment A to Exhibit I.

C. ***Engineer*** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that ***Engineer*** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

D. ***Engineer*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Engineer's*** judgment it is feasible to proceed with the recommendations given any constraints affecting the ***Project***.

E. ***Engineer*** shall cooperate and coordinate with ***County's*** staff, and other engineers and contractors as reasonable and necessary and as required by the ***County Judge***.

**Section VI**
**Review of Work Product**

A. ***Engineer's*** engineering work product will be reviewed by ***County*** under its applicable technical requirements and procedures.

B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by ***Engineer*** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to ***County*** shall be determined by ***County*** within thirty (30) days of such submittal and ***County*** shall notify ***Engineer*** in writing within such 30-day period if such work product has been found to be incomplete.

C. If the submission is complete, ***County*** shall notify ***Engineer*** and ***County's*** technical review process will begin.

D. If the submission is incomplete, ***County*** shall notify ***Engineer***, who shall perform such professional services as are required to complete the work and resubmit it to ***County***. This process shall be repeated until a submission is complete.

E. ***County*** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to ***Engineer***, who shall perform any required work and resubmit it to ***County***. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the ***County Judge's*** opinion substantial compliance with the

requirements of this Agreement has been achieved.

F. After acceptance, ***Engineer*** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the ***County Judge***. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

G. After approval of final engineering work products, ***Engineer*** shall without additional compensation perform any work required as a result of ***Engineer's*** development of the products which is found to be in error or omission due to ***Engineer's*** negligence. However, any work required or occasioned for the convenience of ***County*** after approval of a final product shall be paid for as Additional Services.

H. In the event of any dispute over the classification of ***Engineer's*** work products as complete, accepted, or approved under this Agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer,*** subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

## Section VII
## Revision to Work Product

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

## Section VIII
## Engineer's Responsibility and Liability

A. ***Engineer*** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, ***Engineer*** shall inform ***County*** of such event within five working days.

B. ***Engineer*** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the ***County Judge*** regarding county permitting or similar requirements properly waivable

by the ***County Judge***.

C. Acceptance and approval of the final plans by ***County*** shall not release ***Engineer*** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by ***County*** shall be an assumption of responsibility or liability by ***County*** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by ***Engineer***.

D. *ENGINEER* SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS *COUNTY*, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF *ENGINEER* OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, *ENGINEER* SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.

E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.

F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

H. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of ***County*** is incompetent or whose conduct becomes detrimental to the work or coordination with ***County***, shall upon ***County's*** and/or ***County Judge's*** request be immediately removed from association with the ***Project***.

I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to ***County***, as required by law.

K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of ***Engineer*** shall be classified as an employee of ***County***.

**Section IX**
**Ownership of Documents**

A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by ***Engineer*** are the property of ***County*** and upon completion of the work or termination of this Agreement or as otherwise instructed by ***County*** and/or ***County Judge,*** shall be delivered to ***County*** in an organized fashion with ***Engineer*** retaining a copy.

B. Any reuse by ***Engineer*** of any such documents described in subsection A above, without the specific written consent of ***County*** shall be at ***Engineer's*** sole risk and without liability or legal exposure to ***County***. Should ***Engineer*** be terminated, ***Engineer*** shall not be liable for ***County's*** use of partially completed designs, plans, or specifications on this ***Project*** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by ***Engineer***, or Surveyor, as applicable, as specified by professional standards.

C. ***Engineer*** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and ***County's*** respective engineers and contractors, without the specific written consent of ***Engineer***. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

**Section X**
**Maintenance of and Right of Access to Records**

A. ***Engineer*** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the ***Project***, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

B. ***Engineer*** further agrees that ***County*** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ***Engineer***, which are directly pertinent to the services to be performed under this Agreement

for the purposes of making audits, examinations, excerpts, and transcriptions. ***Engineer*** agrees that ***County*** shall have access during normal working hours to all necessary ***Engineer*** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. ***County*** shall give ***Engineer*** reasonable advance notice of intended audits.

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that ***County*** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. ***County*** shall give sub-consultant reasonable advance notice of intended audits.

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

## Section XI
## Miscellaneous

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

B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. ***Equal Opportunity in Employment.*** ***Engineer*** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

D. ***Certificate of Engineer.*** ***Engineer*** certifies that neither ***Engineer*** nor any members of ***Engineer's*** firm has:

(1) Employed or retained for a commission, percentage, brokerage, contingency fee, or

other consideration, any firm or person (other than a bona fide employee working solely for ***Engineer***) to solicit or secure the work provided by the Agreement.

(2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

***Engineer*** further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the ***Project*** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

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

ENGINEER:
J. Kent O'Brien, PE
Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd, Suite 220W
Austin, TX 78757

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

with copy to:
Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

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

and to:
HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

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

G. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent ***County*** becomes aware that ***Engineer*** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, ***Engineer*** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, ***County*** shall not have an affirmative duty to determine if ***Engineer*** is delinquent in the payment of property taxes.

H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

K. ***Compliance with Laws.*** ***Engineer*** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the ***Engineer*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

L. ***Reports of Accidents.*** Within 24 hours after ***Engineer*** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the ***Engineer***), whether or not it results from or involves any action or failure to act by the ***Engineer*** or any employee or agent of the ***Engineer*** and which arises in any manner from the performance of this Agreement, the ***Engineer*** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The ***Engineer*** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the ***Engineer***, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the ***Engineer***'s performance of work under this Agreement.

M. ***Definition of Engineer.*** The term "***Engineer***" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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

O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a _incorporated in the State of Texas , duly authorized to transact and do business in the State of Texas.

Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

S. ***No Waiver of Immunities.***_Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

T. ***Interest and Late Payments. County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a

discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that ***County***, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to ***County*** as to whether or not the same are available to the public. It is further understood that ***County's*** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that ***County***, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to ***County*** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

V. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

X. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this_____ day of _____, 200___.

THE ENGINEER:

[*Insert Company Name HERE*]

BY:_____

Printed Name: J. Kent O'Brien, PE

Title: Sr. Vice President

WILLIAMSON COUNTY:

BY:_____

Dan A. Gattis
Williamson County Judge

Reviewed as to Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Contract Auditor

OK
MW 11/23/09

# EXHIBIT I

## COMPENSATION FOR PROFESSIONAL SERVICES

## ACTUAL COST OF SERVICES METHOD

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

### SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of $ 69,530.00 .

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 ***Engineer*** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the ***Engineer's*** invoice cost.

### SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

### SECTION 3 – WORK AUTHORIZATIONS

3.1 ***County*** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the ***Engineer*** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the ***County*** and ***Engineer***. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the ***Engineer's*** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The ***Engineer*** shall promptly notify the ***County*** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ***Engineer*** from costs or liabilities resulting from delays in completion of

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

## SECTION 4 - ADDITIONAL SERVICES

4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.

4.2 ***Engineer*** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, ***Engineer*** shall not be compensated for work made necessary by ***Engineer's*** negligent errors or omissions.

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is $ 250,000 , provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

## SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

5.1 Upon submittal of the initial invoice for service, ***Engineer*** shall provide ***County Judge*** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

5.2 All invoices submitted to ***County Judge*** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the ***Project***.

5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.

5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by ***Engineer.***

5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

**ATTACHMENT A**

**WORK AUTHORIZATION NO. __1__**

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

**Part1.** The ***Engineer*** will provide the following engineering services:

See Exhibit "B"

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is _69,530.00_____.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _March 15, 2010____, 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.

OK 11/23/09

EXECUTED this ____ day of _____, 200__.

| ENGINEER: | COUNTY: |
|---|---|
| *[Insert Company Name HERE]* | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _J. Kent O'Brien , PE_____ | __Dan A. Gattis_____ |
| Printed Name | Printed Name |
| _Sr. Vice President_____ | __County Judge_____ |
| Title | Title |

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**Williamson County**
**Hero Way: US183 to CR269**
**Leander, TX**

**Work Authorization No. 1**

# EXHIBIT B

## SERVICES TO BE PROVIDED BY THE ENGINEER

The general scope of services for this Work Authorization shall consist of performing the planning, design and PS&E for the widening of Northbound US183 to provide a right turn lane onto the proposed Hero Way in Leander, Texas. The right turn lane will be incorporated into the PS&E and construction of the Hero Way project. The planning, design and PS&E shall be coordinated to obtain TxDOT approvals and permits. Services will include necessary environmental studies and document development to prepare a TxDOT Statewide Categorical Exclusion (SCE) The SCE shall be submitted and tracked to approval by TxDOT.

The following details the scope of services.

### SURVEYING

- Perform field survey to locate existing improvements and existing terrain within the area of the proposed widening to support the needs of the design and environmental studies.
- Revise Microstation design files to include additional survey data.

### ENVIRONMENTAL STUDIES

- Preparation of the Environmental Document including:
  - Description of the existing facility including ROW, number of lanes, shoulders, medians, drainage, existing and proposed Average Daily Traffic (ADT) and posted speed limits, as well as a description of the surrounding area, with exhibits.
  - Description of Planned Project and any alternatives considered, with exhibits.
  - Description of the project funding and planning information.
  - Need and Purpose for the proposed project.
  - Socioeconomic impacts analysis
  - Section 4f/6f impacts analysis
  - Historic Resources coordination with the Environmental Affairs Division (ENV) and impacts analysis
  - Archeological Resources impacts analysis, including coordination with ENV
  - Vegetation impacts analysis
  - Water Resources impacts analysis
  - Soils/Farmlands impacts analysis
  - Traffic Noise impacts analysis
  - Hazardous Materials Initial Site Assessment
  - Floodplain impacts analysis
  - Threatened and Endangered Species impacts analysis and Natural Diversity Database Check

- Air Quality impacts analysis
- Description of any Public Involvement conducted
- Description and conclusion of any agency coordination

- Field Surveys
  - Field reconnaissance survey and investigation of historical resources, vegetation, threatened and endangered species, waters of he U.S., and hazardous materials.
  - Preparation of existing site conditions photographic log.

**CAPMETRO/TxDOT COORDINATION**

- Coordinate with TxDOT and Cap Metro to facilitate necessary agreements to allow proposed improvements to extend into CapMetro ROW. Services shall involve preparing and developing exhibits, agreement documents, meetings and discussions with representatives of each agency and include City of Leander and Williamson County.

**PS&E**

- Planning
  - Perform studies to define limits and geometry of proposed right turn lane widening including pavement widths, lane transitions, extension of embankment into RR ROW, etc.
  - Develop exhibits depicting alternatives
  - Coordinate with TxDOT and CapMetro to identify and develop necessary agreements and permits
  - Coordinate with stakeholders for approvals

- Roadway
  - Develop roadway horizontal and vertical design
  - Develop roadway cross sections to depicting proposed improvements and grading and quantify earthwork
  - Develop plans and details

- Drainage
  - Perform horizontal and vertical geometry studies to extend bridge class culvert at South Fork of Brushy Creek crossing to accommodate proposed roadway widening including impacts to RR ROW drainage and extension of MBC structure into RR ROW.
  - Perform drainage study to assess existing and proposed water surface elevations
  - Coordinate with TxDOT and CapMetro for approvals
  - Develop plans and details

- Pavement Markings, Signing & Channelization
  - Develop design for markings, signing and channelization to accommodate right turn lane
  - Develop plans and details and sign summaries

- Signalizaton
  - Study existing traffic signal system improvements and appurtenances to assess impacts and necessary modifications due to proposed roadway widening
  - Develop preliminary traffic signal layout and submit to TxDOT for approval
  - Finalize signal layout, details and plans

- Traffic Control Plan
  - Develop traffic control plan and phasing concepts
  - Submit to TxDOT and Williamson County and coordinate approvals
  - Develop and finalize plans and details

- General
  - Identify, calculate and quantify quantities
  - Develop list of governing specifications, pay items, general notes and basisi of estimate
  - Develop Estimates of Probable Construction Costs at 60%, 90% and 100% submittals
  - Incorporate PS&E into overall PS&E of Hero Way project construction documents

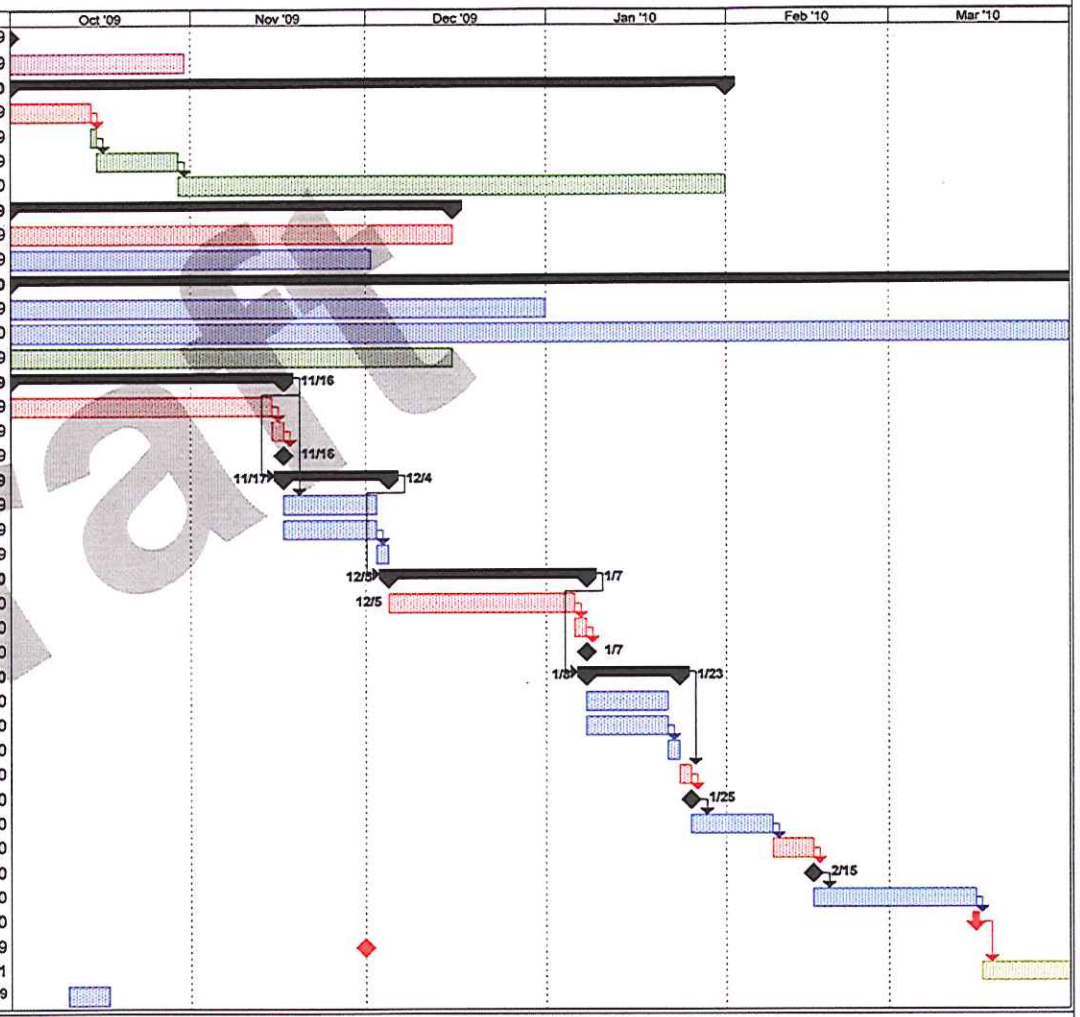
**DELIVERABLES**

- Exhibits, project studies, agreement and permit documents
- Project Status submittals meeting Williamson County protocol at 60%, 90% and 100% completion levels
- Final PS&E documents

# Hero Way (Wilco)

Project Development Schedule

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | ***NOTICE TO PROCEED*** | 0 days | Thu 10/1/09 | Thu 10/1/09 |
| 2 | **ROW Donation - Scofield** | 30 days | Thu 10/1/09 | Fri 10/30/09 |
| 3 | **TCEQ - WPAP** | **119 days** | **Thu 10/1/09** | **Sun 1/31/10** |
| 4 | Prepare WPAP | 14 days | Thu 10/1/09 | Wed 10/14/09 |
| 5 | WPAP Submittal to Wilco | 1 day | Thu 10/15/09 | Thu 10/15/09 |
| 6 | WilCo Processing | 14 days | Fri 10/16/09 | Thu 10/29/09 |
| 7 | TCEQ Review and Approval | 90 days | Fri 10/30/09 | Sun 1/31/10 |
| 8 | **TXDOT** | **74 days** | **Thu 10/1/09** | **Tue 12/15/09** |
| 9 | PCE - 183 Decel Lane | 74 days | Thu 10/1/09 | Tue 12/15/09 |
| 10 | Driveway Permit | 60 days | Thu 10/1/09 | Tue 12/1/09 |
| 11 | **CapMetro** | **360 days** | **Thu 10/1/09** | **Thu 9/30/10** |
| 12 | Railroad Crossing Permit Submittal and Approval | 89 days | Thu 10/1/09 | Thu 12/31/09 |
| 13 | Track Adjustment | 360 days | Thu 10/1/09 | Thu 9/30/10 |
| 14 | **Environmental Document** | 74 days | Thu 10/1/09 | Tue 12/15/09 |
| 15 | **60% Design Phase** | **47 days** | **Thu 10/1/09** | **Mon 11/16/09** |
| 16 | Prepare 60% Plans | 45 days | Thu 10/1/09 | Sat 11/14/09 |
| 17 | Update Construction Estimate and Quantities | 2 days | Sun 11/15/09 | Mon 11/16/09 |
| 18 | **60% Design Submittal** | 0 days | Mon 11/16/09 | Mon 11/16/09 |
| 19 | **60% Review Phase** | **16 days** | **Tue 11/17/09** | **Fri 12/4/09** |
| 20 | Wilco & UtilityReview | 14 days | Tue 11/17/09 | Wed 12/2/09 |
| 21 | TxDOT Review | 14 days | Tue 11/17/09 | Wed 12/2/09 |
| 22 | 60% Review Meetings | 2 days | Thu 12/3/09 | Fri 12/4/09 |
| 23 | **90% Design Phase** | **32 days** | **Sat 12/5/09** | **Thu 1/7/10** |
| 24 | Prepare 90% Plans and General Notes | 30 days | Sat 12/5/09 | Tue 1/5/10 |
| 25 | Update Construction Estimate and Quantities | 2 days | Wed 1/6/10 | Thu 1/7/10 |
| 26 | **90% Design Submittal** | 0 days | Thu 1/7/10 | Thu 1/7/10 |
| 27 | **90% Review Phase** | **16 days** | **Fri 1/8/10** | **Sat 1/23/10** |
| 28 | Wilco & UtilityReview | 14 days | Fri 1/8/10 | Thu 1/21/10 |
| 29 | TxDOT Review | 14 days | Fri 1/8/10 | Thu 1/21/10 |
| 30 | 90% Review Meetings | 2 days | Fri 1/22/10 | Sat 1/23/10 |
| 31 | **Prepare 95% PS&E Package** | 2 days | Sun 1/24/10 | Mon 1/25/10 |
| 32 | **95% Submittal to WilCo** | 0 days | Mon 1/25/10 | Mon 1/25/10 |
| 33 | **TxDOT Review** | 14 days | Tue 1/26/10 | Mon 2/8/10 |
| 34 | **Prepare 100% Submittal** | 7 days | Tue 2/9/10 | Mon 2/15/10 |
| 35 | **Wilco Submittal** | 0 days | Mon 2/15/10 | Mon 2/15/10 |
| 36 | **Wilco Review - Advertise Letting** | 28 days | Tue 2/16/10 | Mon 3/15/10 |
| 37 | **Wilco Letting** | 1 day | Tue 3/16/10 | Tue 3/16/10 |
| 38 | **CTRMA 183A Letting (Estimated)** | 1 day | Tue 12/1/09 | Tue 12/1/09 |
| 39 | **Construction** | 480 days | Wed 3/17/10 | Sun 7/10/11 |
| 40 | | 7 days? | Sun 10/11/09 | Sat 10/17/09 |




Draft

BY: PAPE-DAWSON ENGINEERS
Date: Wed 9/30/09
Prepared By: JLP for Kent O'Brien, P.E.

Task | Milestone | Rolled Up Critical Task | Split | External Milestone
Critical Task | Summary | Rolled Up Milestone | External Tasks | Deadline
Progress | Rolled Up Task | Rolled Up Progress | Project Summary

PAPE-DAWSON ENGINEERS, INC.

**Exhibit "D"**

FEE SCHEDULE

| FUNCTION CODE/TASK DESCRIPTION | PRINC | PROJ MNGR | DES ENGR | ENGR | TECH | CLER | MAN HOURS | CADD | 3-MAN SURV CREW |
|---|---|---|---|---|---|---|---|---|---|
| SURVEYING | 0 | 1 | 2 | 0 | 18 | 1 | 22 | 18 | 16 |
| CAP METRO/TxDOT COORDINATION | 6 | 20 | 32 | 0 | 12 | 12 | 82 | 14 | 0 |
| PS&E | 6 | 28 | 114 | 12 | 116 | 7 | 283 | 142 | 0 |
| TOTAL HOURS | 12 | 49 | 148 | 12 | 146 | 20 | 387 | 174 | 16 |
| RATE | $200.00 | $150.00 | $110.00 | $100.00 | $95.00 | $65.00 | | $25.00 | $120.00 |
| TOTAL HOURLY FEE | $2,400 | $7,350 | $16,280 | $1,200 | $13,870 | $1,300 | | $4,350.00 | $1,920.00 |

| FUNCTION CODE/TASK DESCRIPTION | PRINC | PROJ MNGR NEPA SPLST | SEN GEOLOGIST | GEOLOGIST | CLER | MAN HOURS | CADD |
|---|---|---|---|---|---|---|---|
| ENVIRONMENTAL STUDIES | 8 | 155 | 4 | 8 | 8 | 236 | 0 |
| RATE | $200.00 | $110.00 | $130.00 | $96.25 | $65.00 | | $25.00 |
| TOTAL HOURLY FEE | $1,600 | $17,050 | $520 | $770 | $520 | | $0.00 |

| FUNCTION CODE/TASK DESCRIPTION | TOTAL HOURLY FEE | CADD TIME | 3-MAN SURV CREW | TOTAL FEE |
|---|---|---|---|---|
| SURVEYING | 2,145.00 | 450.00 | 1,920.00 | 4,515.00 |
| ENVIRONMENTAL STUDIES | 20,460.00 | 0.00 | | 20,460.00 |
| CAP METRO/TxDOT COORDINATION | 9,640.00 | 350.00 | | 9,990.00 |
| PS&E | 30,615.00 | 3,550.00 | | 34,165.00 |
| **TOTAL - PAPE DAWSON** | **62,860.00** | **4,350.00** | **1,920.00** | **69,130.00** |

| EXPENSES | Quantity | Rate | Amount | |
|---|---|---|---|---|
| GPS EQUIPMENT | 16 | $25.00 | $400.00 | |
| TOTAL - EXPENSES | | | $400.00 | $400.00 |

**TOTAL FEE** **$69,530.00**

PAPE-DAWSON ENGINEERS, INC.
**EXHIBIT "D"**
FEE SCHEDULE

| | PRINC | PROJ MNGR | DES ENGR | ENGR | TECH | CLER | TOTAL MAN HOURS | CADD | 3-MAN SURV CREW |
|---|---|---|---|---|---|---|---|---|---|
| **SURVEYING** | | | | | | | | | |
| FIELD SURVEY | | | | | 2 | | 2 | 2 | 16 |
| REVISE MICROSTATION DESIGN FILES | | 1 | 2 | | 16 | 1 | 20 | 16 | |
| **SURVEYING TOTAL HOURS** | 0 | 1 | 2 | 0 | 18 | 1 | 22 | 18 | 16 |
| **CAP METRO/TxDOT COORDINATION** | | | | | | | | | |
| Coord Form ~ Historic Structures | 6 | 12 | 16 | | | 4 | 38 | | |
| DEVELOP EXHIBITS | | 2 | 4 | | 12 | | 18 | 14 | |
| PREPARE AGREEMENT DOCUMENTS | | 2 | 6 | | | 4 | 12 | | |
| DEVELOP MEETING NOTES | | 4 | 6 | | | 4 | 14 | | |
| **CAP METRO/TxDOT COORDINATION TOTAL HOURS** | 6 | 20 | 32 | 0 | 12 | 12 | 82 | 14 | 0 |
| **PS&E** | | | | | | | | | |
| PLANNING | | | | | | | | | |
| WIDENING LIMITS & GEOMETRY STUDIES | 1 | 2 | 4 | | | | 7 | 4 | |
| DEVELOP & PREPARE EXHIBITS | | 1 | | | 2 | | 3 | 2 | |
| TxDOT & CAP METRO COODINATION | 1 | 4 | | | | 2 | 7 | | |
| STAKEHOLDER COORDINATION | 1 | 2 | | | | 2 | 5 | | |
| PLANNING SUBTOTAL | 3 | 9 | 4 | 0 | 2 | 4 | 22 | 6 | 0 |
| ROADWAY | | | | | | | | | |
| DEVELOP HORIZONTAL & VERTICAL DESIGN | 1 | 2 | 6 | | | | 9 | 4 | |
| DEVELOP CROSS SECTIONS | | | 4 | | 4 | | 8 | 4 | |
| DEVELOP PLANS & DETAILS | | 1 | 12 | | 20 | | 33 | 20 | |
| ROADWAY SUBTOTAL | 1 | 3 | 22 | 0 | 24 | 0 | 50 | 28 | 0 |
| DRAINAGE | | | | | | | | | |
| MBC EXTENSION GEOMETRY STUDIES | | | 3 | | | | 3 | 2 | |
| DRAINAGE STUDY | | 1 | 12 | | 4 | | 17 | 4 | |
| TxDOT & CAP METRO APPROVAL COORDINATION | | | 4 | | | | 4 | | |
| DEVELOP PLANS & DETAILS | | 2 | 6 | | 16 | | 24 | 16 | |
| DRAINAGE SUBTOTAL | 0 | 3 | 25 | 0 | 20 | 0 | 48 | 22 | 0 |
| PAVEMENT MARKINGS, SIGNING & CHANNELIZATION | | | | | | | | | |
| DEVELOP DESIGN | | | 4 | | | | 4 | 4 | |
| DEVELOP PLANS & DETAILS | | 1 | 8 | | 8 | | 17 | 8 | |
| PAVEMENT MARKINGS, SIGNING & CHANNELIZATION SUBTOTAL | 0 | 1 | 12 | 0 | 8 | 0 | 21 | 12 | 0 |

PAPE-DAWSON ENGINEERS, INC.
**EXHIBIT "D"**
FEE SCHEDULE

| | PRINC | PROJ MNGR | DES ENGR | ENGR | TECH | CLER | TOTAL MAN HOURS | CADD | 3-MAN SURV CREW |
|---|---|---|---|---|---|---|---|---|---|
| **PS&E Cont'd** | | | | | | | | | |
| SIGNALIZATION | | | | | | | | | |
| ASSESS IMPACTS TO EXISTING TRAFFIC SIGNAL SYSTEM | | | 1 | | | | 1 | | |
| DEVELOP PRELIMINARY SIGNAL LAYOUT | | 1 | 8 | | 4 | | 13 | 4 | |
| COORDINATE WITH TxDOT FOR APPROVALS | | | 2 | | | | 2 | | |
| FINALIZE LAYOUT, DETAILS & PLANS | | 1 | 4 | | 8 | | 13 | 8 | |
| SIGNALIZATION SUBTOTAL | 0 | 2 | 15 | 0 | 12 | 0 | 29 | 12 | 0 |
| TRAFFIC CONTROL PLAN | | | | | | | | | |
| DEVELOP TCP CONCEPTS | 1 | 2 | 2 | | 2 | | 7 | 2 | |
| COORDINATE WITH TxDOT & WILCO FOR CONCURRENCE | | 2 | 2 | | | | 4 | | |
| FINALIZE PLANS & DETAILS | | 1 | 6 | | 12 | | 19 | 12 | |
| TRAFFIC CONTROL PLAN SUBTOTAL | 1 | 5 | 10 | 0 | 14 | 0 | 30 | 14 | 0 |
| GENERAL | | | | | | | | | |
| CALCULATE & QUANTIFY QUANTITIES | | 2 | 12 | | 24 | | 38 | 30 | |
| DEVELOP LIST OF GOV SPECS, PAY ITEMS, GEN NOTES, ETC | | 1 | 2 | | | 1 | 4 | | |
| DEVELOP EST OF PROB CONST COSTS(60%, 90%, 100%) | 1 | 2 | 12 | 12 | 12 | 2 | 41 | 18 | |
| GENERAL SUBTOTAL | 1 | 5 | 26 | 12 | 36 | 3 | 83 | 48 | 0 |
| **PS&E TOTAL HOURS** | 6 | 28 | 114 | 12 | 116 | 7 | 283 | 142 | 0 |

PAPE-DAWSON ENGINEERS, INC.
**EXHIBIT "D"**
FEE SCHEDULE

| | PRINC | PM/NEPA Specialist | Senior Geologist | Geologist | Cler | Total Hours |
|---|---|---|---|---|---|---|
| **ENVIRONMENTAL STUDIES** | | | | | | |
| Document Prep: | | | | | 8 | |
| Purpose and Need | | 4 | | | | 4 |
| Socioeconomics | | 8 | | | | 8 |
| Section 4f/6f | | 2 | | | | 2 |
| Historic | | 8 | | | | 8 |
| Coord Form ~ Historic Structures | | 8 | | | | 8 |
| Archeological | | 8 | | | | 8 |
| Coord Form ~ Archaeology | | 8 | | | | 8 |
| Vegetation | | 8 | | | | 8 |
| Water Resources/ JD | | 4 | | | | 4 |
| 303d | | 2 | | | | 2 |
| Soils/Farmland | | 2 | | | | 2 |
| Hazardous Materials Assessment | | | 2 | 8 | | 10 |
| Floodplains | | 4 | | | | 4 |
| Species Assessment including SOCs | | 8 | | | | 8 |
| Field Surveys | | 4 | | | | 4 |
| Air Quality | | 2 | | | | 2 |
| Agency Coordination | | 20 | | | | 20 |
| Figures | | 8 | | | | 8 |
| Meetings | 8 | 47 | 2 | | | 118 |
| **ENVIRONMENTAL STUDIES TOTAL HOURS** | 8 | 155 | 4 | 8 | 8 | 236 |

**EXHIBIT II**
**HOURLY RATE**
**SCHEDULE**

**Pape-Dawson Engineers, Inc.**
**Hourly Rates**

| Employee Classification | Labor Rates |
|---|---|
| Principal | $200.00 |
| Project Manager | $150.00 |
| Senior Engineer | $132.00 |
| Design Engineer | $110.00 |
| Engineer | $100.00 |
| Technician | $95.00 |
| NEPA Specialist | $110.00 |
| Senior Geologist | $130.00 |
| Geologist | $96.25 |
| GIS Analyst | $85.00 |
| RPLS | $125.00 |
| 2-Man Survey Crew | $100.00 |
| 3-Man Survey Crew | $120.00 |
| Clerical/Administrative | $65.00 |

OK
MM 11/23/09

**OTHER DIRECT EXPENSES**

| Type | Unit | Fixed Cost |
|---|---|---|
| Lodging/Hotel (Taxes/fees not included) | day/person | |
| Meals | day/person | |
| Mileage | mile | Current Federal Rate |
| Rental Car | day | |
| Rental Car Fuel | day | |
| Air Travel | Round Trip/person | |
| Air Travel - In State - Short Notice (Coach) | Round Trip/person | |
| Air Travel - In State - 2+ Wks Notice | Round Trip/person | |
| Air Travel from Dallas (Coach) | Round Trip/person | |
| Air Travel from Houston | Round Trip/person | |
| Standard Postage | letter | Current Postal Rate |
| Overnight Mail - letter size | each | Current Postal Rate |
| Overnight Mail - oversized box | each | Current Postal Rate |
| Courier Services | each | Current Postal Rate |
| Photocopies B/W (8 X 10) | each | $0.10 |
| Photocopies B/W (11 X 17) | each | $0.20 |
| Photocopies Color (11 X 17) | each | $3.00 |
| Blueline/Blackline Prints (22" X 34") | sheet | $2.50 |
| Plots (B/W on Bond) | square foot | $0.10 |
| Plots (Color on Bond) | square foot | $3.00 |
| Plots (Color on Photgraphic Paper) | square foot | $7.00 |
| Mylar Plot | square foot | $2.50 |
| Mylar (8 1/2" X 11") | sheet | $2.00 |
| Mylar (11" X 17") | sheet | $4.00 |
| Mylar (22" X 34") | sheet | $6.00 |
| GPS Receiver | hour | $25.00 |
| Desktop & Microcomputer w/Plotter | hour | $15.00 |
| Microstation CADD System w/Plotter | hour | $25.00 |
| Total Station/Data Collector | hour | $10.00 |
| Plat Copies | sheet | $2.00 |
| Deed Copies | sheet | $1.00 |
| Type II Monuments | each | $20.00 |
| Organic Vapor Meter | day | $100.00 |
| Interface Probe | day | $55.00 |
| Combustible Gas / Oxygen Meter | day | $55.00 |
| Water Level Meter | day | $25.00 |
| Hand Auger Equipment | day | $75.00 |
| G.W. Field Meters | day | $25.00 |
| Well Sample Kit | day | $15.00 |

## EXHIBIT III

## COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.

2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.

3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.

4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

## EXHIBIT IV

## PRODUCTION SCHEDULE

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

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

## EXHIBIT V

## PROCEDURES FOR TERMINATION OR SUSPENSION

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

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.

3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

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

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

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

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

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

3. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

## EXHIBIT VI

## EQUAL OPPORTUNITY IN EMPLOYMENT

A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. ***Engineer*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Engineer*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

## EXHIBIT VII

## INSURANCE REQUIREMENTS

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

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000. per occurrence and $2,000,000. in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1,000,000. per occurrence and $1,000,000. in the aggregate. ***Engineer*** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.

E. In the event ***Engineer*** is self-insured in connection with any or all of the above-required insurance policies, ***Engineer*** shall submit proof of such self-insurance and all financial statements as reasonably required by the ***County*** in order to determine the acceptability of such self-insurance.

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

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

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

# APPENDIX A

## SCOPE OF SERVICES

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

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

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

# APPENDIX B

# ENGINEER'S QUALIFICATIONS STATEMENT

# ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID JW
PAPED-1

DATE (MM/DD/YYYY)
10/28/09

PRODUCER

Brown & Brown Ins Svcs. of S.A
1[illegible] Reunion Place Ste. 350
Sa[illegible] Antonio TX 78216
Phone: 210-494-3102 Fax: 210-490-4677

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Pape-Dawson Consulting Engineers, Inc.; Dawson Four Partners Ltd; Pape-Dawson Engineers, Inc.
Wayne Brasington
555 East Ramsey
San Antonio TX 78216

| INSURERS AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Travelers Lloyds of TX Ins Co | 41564 |
| INSURER B: | Allied Property & Casualty(ALI | 42579 |
| INSURER C: | Texas Mutual Ins Co | 22945 |
| INSURER D: | St Paul Fire&Marine InsCo(TRA) | |
| INSURER E: | | |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | X | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | ILPACP2913C956TLC09 | 02/28/09 | 02/28/10 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1000000<br>$ 300000<br>$ 5000<br>$ 1000000<br>$ 2000000<br>$ 2000000 |
| B | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | ACPBAPC7241484729 | 02/28/09 | 02/28/10 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| D | | EXCESS / UMBRELLA LIABILITY<br>[X] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[X] RETENTION $ 10000 | QK09101575 | 02/28/09 | 02/28/10 | EACH OCCURRENCE<br>AGGREGATE | $ 8000000<br>$ 8000000<br>$<br>$<br>$ |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | TSF0001142114 | 02/28/09 | 02/28/10 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1000000<br>$ 1000000<br>$ 1000000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Williamson County named as additional insured as respects to general liability as required by written contract.

## CERTIFICATE HOLDER

WILLIA2

Williamson County Judge
Dan Gattis (or Successor)
710 Main Street Suite 101
Georgetown TX 78626

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01) © 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Client#: 158373 PAPEDAWS

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/09

PRODUCER
USI Southwest
3340 Gessner Suite 600
Houston, TX 77024
713 490-4600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Pape-Dawson Consulting Engineers, Inc.
555 East Ramsey
San Antonio, TX 78216-4640

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Lexington Insurance Company | 19437 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | ☐ CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ☐ ANY AUTO | | | | BODILY INJURY (Per person) | $ |
| | | ☐ ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | ☐ SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | ☐ HIRED AUTOS | | | | | |
| | | ☐ NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ☐ ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ OCCUR ☐ CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | ☐ DEDUCTIBLE | | | | | $ |
| | | ☐ RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | | OTHER Professional Liability | 021435686 | 03/25/09 | 03/25/10 | $2,000,000 per claim<br>$4,000,000 annl aggr. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except 10 days for non-payment of premium

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXXX~~ MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXXXX

Road Closure and Detour Plan Brushy Creek Road

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Nickey Lawrence, Unified Road System |
| Submitted For: | Joe England |
| Department: | Unified Road System |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approval of closure and detour plan for Brushy Creek Road, Pcts. 1, 2, and 3.

Background

Fiscal Impact

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

Attachments

Link: Projects Brushy Creek Road

Link: Projects Brushy Creek Road

Form Routing/Status

| | |
|---|---|
| Form Started By: Nickey Lawrence | Started On: 11/24/2009 11:27 AM |
| Final Approval Date: 11/24/2009 | |

LCRA
ENERGY • WATER • COMMUNITY SERVICES

**Brushy Creek Regional Wastewater System**
**Brushy Creek Road Closure**
**December 6 and 7, 2009**

The Lower Colorado River Authority owns the Brushy Creek Regional Wastewater System, which is located in portions of the Edwards Aquifer. As part of the requirements for being in the recharge zone of the Edwards Aquifer, a wastewater utility must inspect any pipelines located within that recharge zone. To date, a majority of the Brushy Creek Regional interceptor system has been inspected, except for the manholes along Brushy Creek Road. To inspect this section of pipeline, Brushy Creek Road must be closed to all traffic for a short period of time, while the inspections are taking place.

LCRA has worked with the staffs from Williamson County, the City of Cedar Park, and the Williamson County Sherriff's Department to develop a plan for closing Brushy Creek Road, and diverting the traffic as necessary to protect the staff performing the work. Below is a timeline for this project.

Tuesday, December 1, 2009 – Williamson County Commissioners vote to approve the proposed road closure for the following periods of time:

- Sunday, December 6, 2009 from 1 am to 5 am
- Monday, December 7, 2009 from 1 am to 5 am

Wednesday, December 2, 2009 – LCRA and the Brazos River Authority will erect signs to notify all traffic of the upcoming road closures. The flashing signs will be positioned at the following intersections and will remain in place until both road closures are completed.

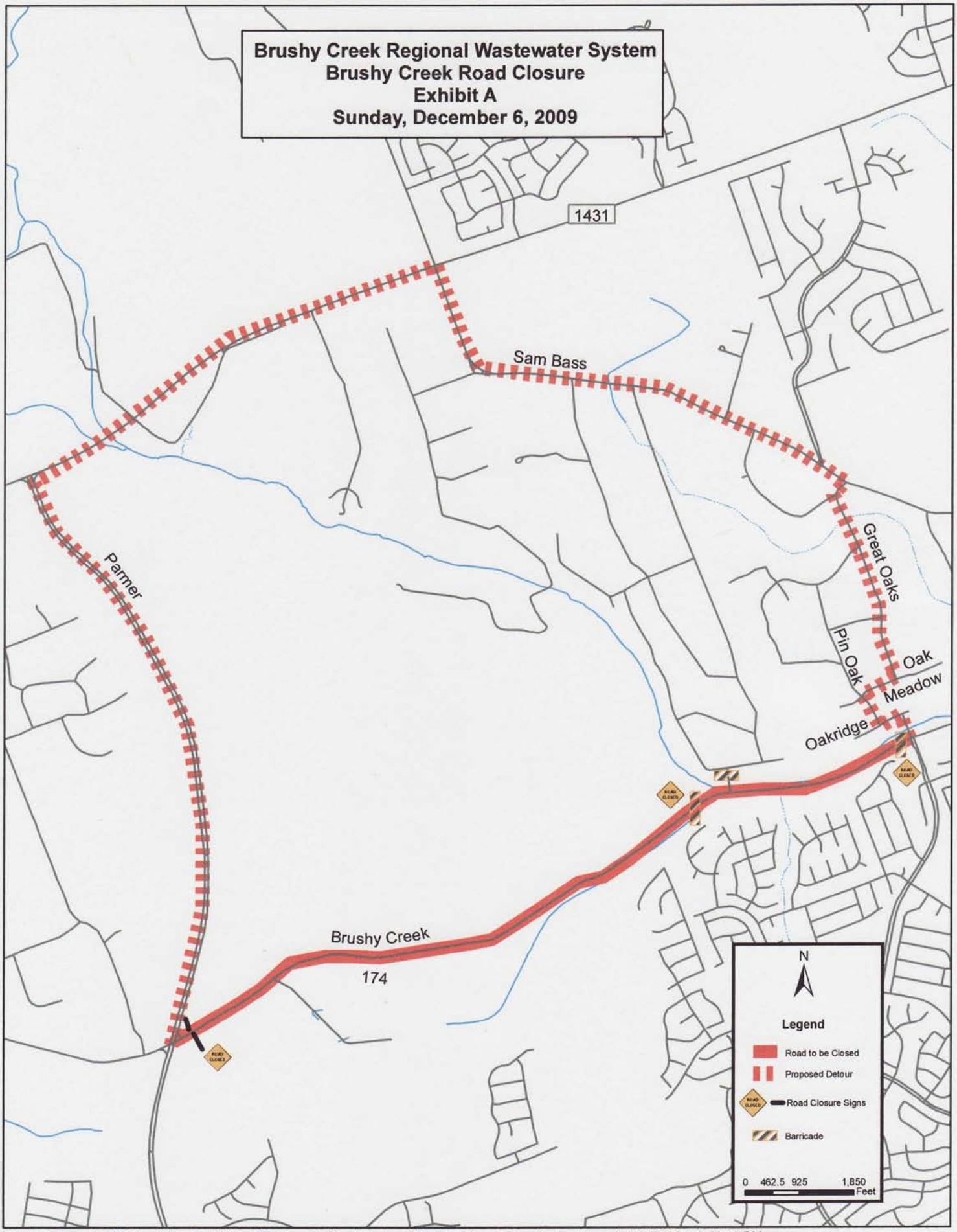
- Brushy Creek Road and Sam Bass Road
- Brushy Creek Road and Great Oaks Drive
- Brushy Creek Road and Parmer Lane

Wednesday, December 2, 2009 and Saturday, December 5, 2009 – A notice will be posted in the Williamson County Sun, regarding the road closures.

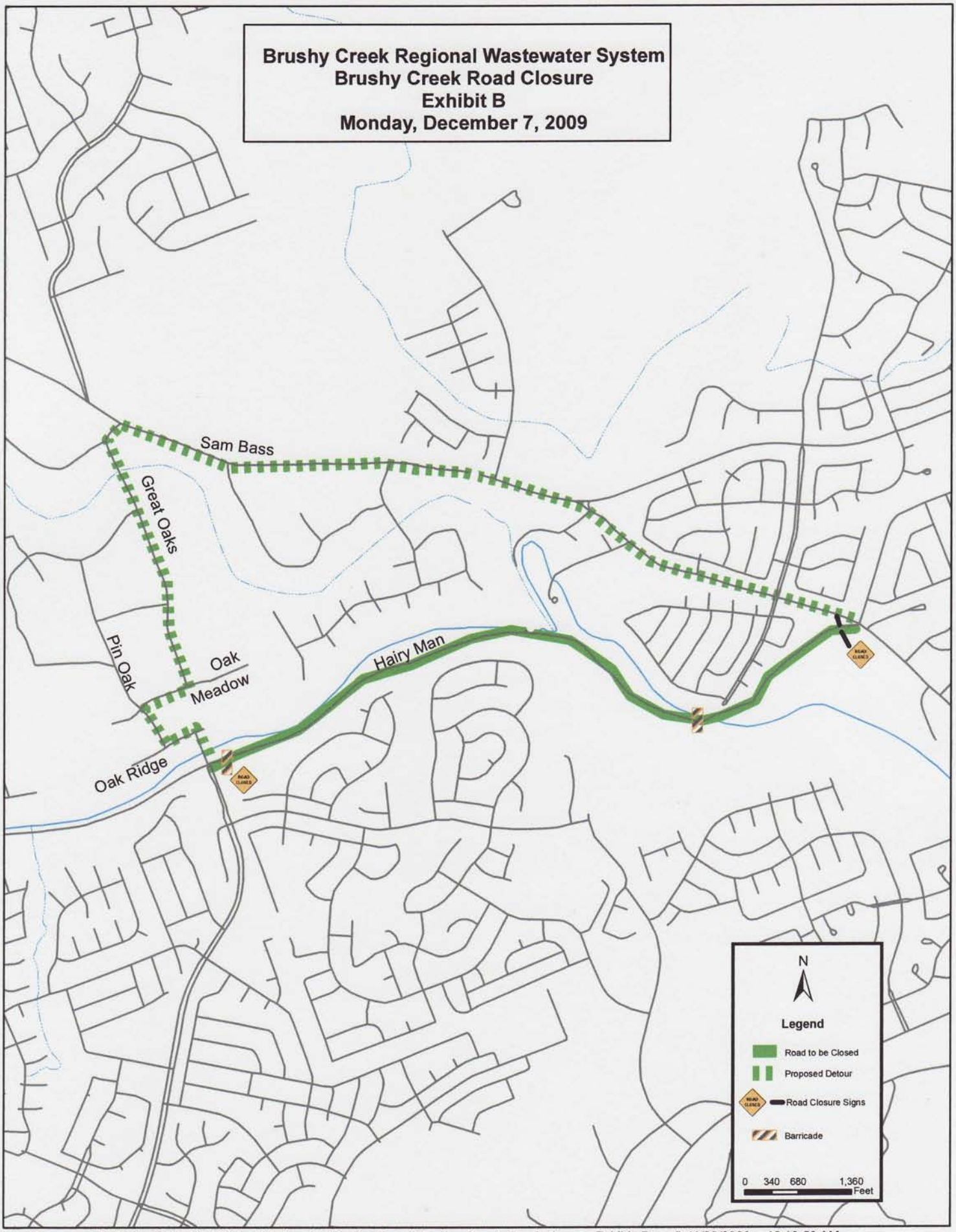
Between December 2nd and December 6th – LCRA staff will make contact with landowners that have a driveway along Brushy Creek Road. Staff will also make contact with Fern Bluff MUD and Brushy Creek MUD of the upcoming road closure.

Sunday, December 6, 2009 – The first road closure will be from Parmer Lane to Great Oaks Drive. From the west, at Parmer Lane, signs will be posted regarding the road closure, and that the road will be closed to all thru traffic. At Walsh Trail Drive, the road will be barricaded to all traffic. From the east, Brushy Creek Road will be barricaded to all traffic at Great Oaks Drive. Motorists will be able to drive north/south on Great Oaks, or turn east onto Brushy Creek Road. See attached map – Exhibit A.

Monday, December 7, 2009 – The second road closure will be from Sam Bass Road to Great Oaks Drive. From the east, at Sam Bass Road, signs will be posted regarding the road closure. Just before the bridge on Brushy Creek Raod, the road will be barricaded to all traffic. From the west, Brushy Creek Road will be barricaded to all traffic at Great Oaks Drive. Motorists will be able to drive north/south on Great Oaks, or turn west onto Brushy Creek Road. See attached map – Exhibit B.




Map Document: (V:\WaterCo\Project\Water_Wastewater\Brushy_Creek\Brushy_Creek_Road_closure.mxd) 11/5/2009 – 3:11:40 PM




Map Document: (V:\WaterCo\Project\Water_Wastewater\Brushy_Creek\Brushy_Creek_Road_closure_Exhibit_B.mxd) 11/23/2009 -- 10:10:58 AM

# TRAFFIC CONTROL PLAN FOR BRUSHY CREEK ROAD MANHOLE INSPECTIONS

## WORK AREA 1 - FM 734 (PARMER) TO GREAT OAKS

**TRAFFIC CONTROL NOTES:**

1. THIS TRAFFIC CONTROL PLAN IS ONLY INTENDED TO ALLOW THE CONTRACTOR TO INSPECT MANHOLES WITHIN THE RIGHT-OF-WAY AS SHOWN ON THE PLAN.
2. THIS TRAFFIC CONTROL PLAN CONSISTS OF TWO PHASES. ONLY ONE PHASE IS TO BE USED AT ANY ONE TIME.
3. THE CONTRACTOR SHALL NOTIFY WILLIAMSON COUNTY PUBLIC WORKS DEPARTMENT WITHIN 6 WORKING DAYS PRIOR TO PERFORMING ANY WORK WITHIN THE RIGHT-OF-WAY.
4. ROADWAYS ARE TO BE RETURNED TO FULL USE AT THE END OF EACH WORK PERIOD.
5. THE CONTRACTOR SHALL PROVIDE TRAINING CERTIFICATE FOR COMPETENT PERSON ASSIGNED TO TRAFFIC CONTROL, TO WILLIAMSON COUNTY PUBLIC WORKS.
6. THE CONTRACTOR SHALL HAVE A RIGHT-OF-WAY PERMIT FROM WILLIAMSON COUNTY PUBLIC WORKS ON SITE AT ALL TIMES WHEN WORKING WITHIN THE RIGHT-OF-WAY.
7. ALLOWABLE WORKING HOURS ARE FROM 1:00 AM TO 5:00 AM ONLY.
8. USE TYPICAL LENGTHS AND SPACING OF DEVICES AS SHOWN ON THESE PLANS AND ACCORDING TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS.
9. ON DETOUR SIGNS, PLACE STREET NAME ACCESSIBLE BY TAKING DETOUR.
10. ACCESS SHALL BE MAINTAINED TO ALL MINOR CROSS STREETS AND DRIVEWAYS WHEN NOT WORKING IN THE IMMEDIATE VICINITY.
11. ALL WORK SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS. IF THERE IS A CONFLICT BETWEEN THIS PLAN AND THE STANDARDS, THE OWNERS REPRESENTATIVE SHALL BE CONTACTED IMMEDIATELY.
12. SAFETY FENCE SHALL BE INSTALLED ALONG THE OUTSIDE CURB OR EDGE OF PAVEMENT ADJACENT TO ALL WORK AREAS TO SEPERATE CONSTRUCTION ACTIVITIES FROM PEDESTRIANS. SAFETY FENCE IS NOT REQUIRED TO SEPERATE CONSTRUCTION ACTIVITIES FROM VEHICULAR TRAFFIC.
13. CROSSWALKS AND SIDEWALK RAMPS CLOSED DUE TO CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 804S-1, 4 OF 9.
14. ALL TEMPORARY TRAFFIC CONTROL DEVICES TO BE REMOVED AT THE END OF EACH WORK PERIOD.
15. CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGGERS, AND OTHER MEASURES AS REQUIRED TO ALLOW FOR THE VEHICULAR AND PEDESTRIAN TRAFFIC TO PROCEED SAFELY WITH MINIMUM INCONVENIENCE.
16. SIGNS, BARRICADES, FLAGGERS, AND RELATED WORK SHALL BE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS.

STATE OF TEXAS
ANTHONY W. SKEEN
59801
REGISTERED PROFESSIONAL ENGINEER
11/23/09

M4-9N BRUSHY CREEK RD
DETOUR
M4-10R / M4-10L / M4-9AL / M4-9AR

DETAIL 1" = 500'

R11-2 ROAD CLOSED
R11-3A ROAD CLOSED 2 MILES AHEAD LOCAL TRAFFIC ONLY
CW20-2A DETOUR 1500 FT
CW20-3B ROAD CLOSED 1000 FT
CW20-3C ROAD CLOSED 500 FT
TYP III BARRICADES
TYP III BARRICADE

0 1320' 2640'

| Rev. | Date | Revision | By | Chkd. | Appd. | Appd. | Rev. | Date | Revision | By | Chkd. | Appd. | Appd. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |

DRAWN BY: A. BOATRIGHT
CHKD. BY: T. SKEEN
APPD. BY:
APPD. BY:

THESE DRAWINGS ARE ISSUED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF ANTHONY W. SKEEN, P.E. 59801 AND ARE NOT FOR CONSTRUCTION.

LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
LOCATION
WILLIAMSON COUNTY, TEXAS

LCRA WATER SYSTEM IMPROVEMENTS
BRUSHY CREEK RD. MANHOLE INSPECTIONS
WORK AREA 1 - FM 734 TO GREAT OAKS

DATE NOV 2009
SCALE SEE PLAN
DWG. NO. 1 OF 2

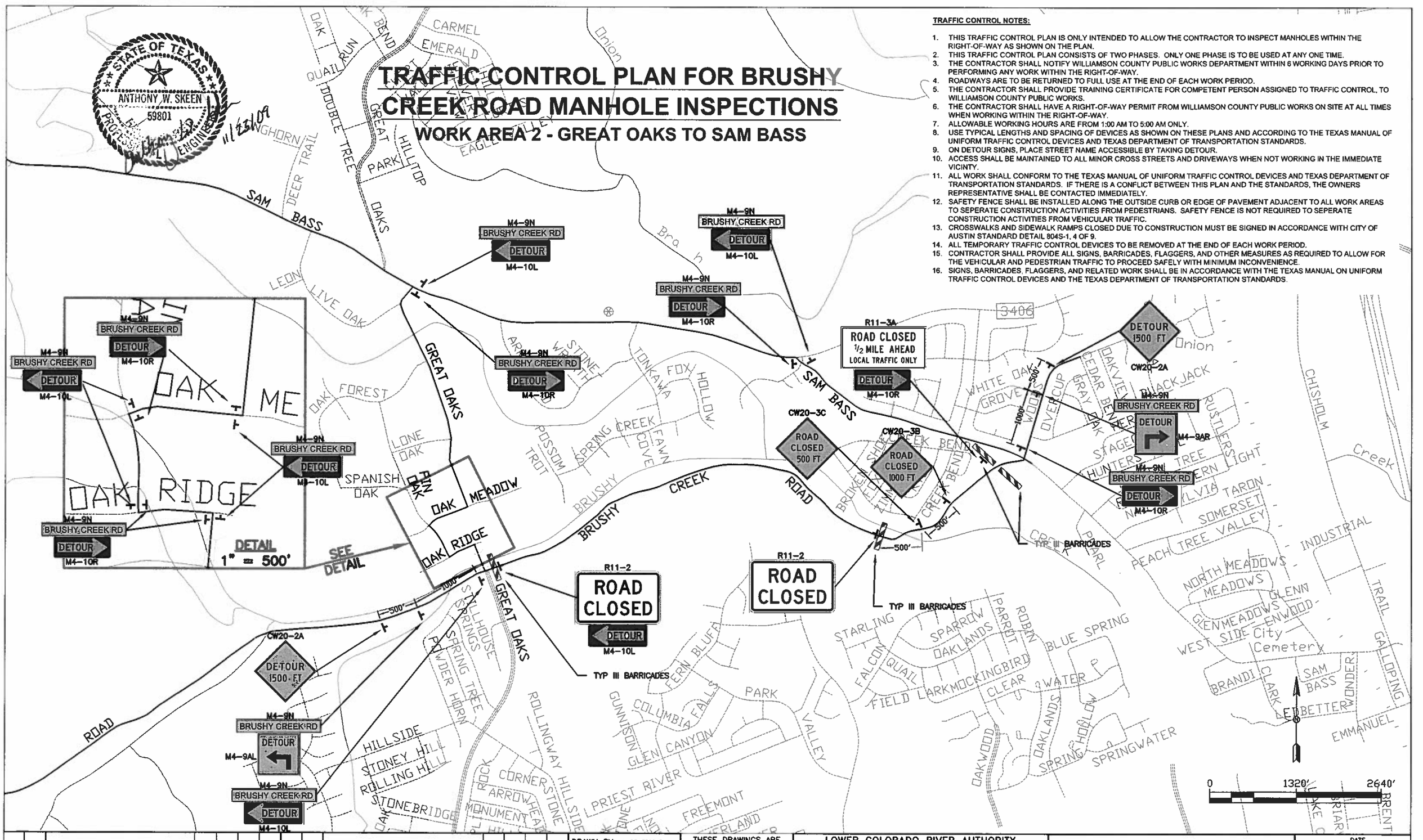
STATE OF TEXAS
ANTHONY W. SKEEN
59801
PROFESSIONAL ENGINEER
11/23/09

# TRAFFIC CONTROL PLAN FOR BRUSHY CREEK ROAD MANHOLE INSPECTIONS

## WORK AREA 2 - GREAT OAKS TO SAM BASS

**TRAFFIC CONTROL NOTES:**

1. THIS TRAFFIC CONTROL PLAN IS ONLY INTENDED TO ALLOW THE CONTRACTOR TO INSPECT MANHOLES WITHIN THE RIGHT-OF-WAY AS SHOWN ON THE PLAN.
2. THIS TRAFFIC CONTROL PLAN CONSISTS OF TWO PHASES. ONLY ONE PHASE IS TO BE USED AT ANY ONE TIME.
3. THE CONTRACTOR SHALL NOTIFY WILLIAMSON COUNTY PUBLIC WORKS DEPARTMENT WITHIN 6 WORKING DAYS PRIOR TO PERFORMING ANY WORK WITHIN THE RIGHT-OF-WAY.
4. ROADWAYS ARE TO BE RETURNED TO FULL USE AT THE END OF EACH WORK PERIOD.
5. THE CONTRACTOR SHALL PROVIDE TRAINING CERTIFICATE FOR COMPETENT PERSON ASSIGNED TO TRAFFIC CONTROL, TO WILLIAMSON COUNTY PUBLIC WORKS.
6. THE CONTRACTOR SHALL HAVE A RIGHT-OF-WAY PERMIT FROM WILLIAMSON COUNTY PUBLIC WORKS ON SITE AT ALL TIMES WHEN WORKING WITHIN THE RIGHT-OF-WAY.
7. ALLOWABLE WORKING HOURS ARE FROM 1:00 AM TO 5:00 AM ONLY.
8. USE TYPICAL LENGTHS AND SPACING OF DEVICES AS SHOWN ON THESE PLANS AND ACCORDING TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS.
9. ON DETOUR SIGNS, PLACE STREET NAME ACCESSIBLE BY TAKING DETOUR.
10. ACCESS SHALL BE MAINTAINED TO ALL MINOR CROSS STREETS AND DRIVEWAYS WHEN NOT WORKING IN THE IMMEDIATE VICINTY.
11. ALL WORK SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS. IF THERE IS A CONFLICT BETWEEN THIS PLAN AND THE STANDARDS, THE OWNERS REPRESENTATIVE SHALL BE CONTACTED IMMEDIATELY.
12. SAFETY FENCE SHALL BE INSTALLED ALONG THE OUTSIDE CURB OR EDGE OF PAVEMENT ADJACENT TO ALL WORK AREAS TO SEPERATE CONSTRUCTION ACTIVITIES FROM PEDESTRIANS. SAFETY FENCE IS NOT REQUIRED TO SEPERATE CONSTRUCTION ACTIVITIES FROM VEHICULAR TRAFFIC.
13. CROSSWALKS AND SIDEWALK RAMPS CLOSED DUE TO CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 804S-1, 4 OF 9.
14. ALL TEMPORARY TRAFFIC CONTROL DEVICES TO BE REMOVED AT THE END OF EACH WORK PERIOD.
15. CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGGERS, AND OTHER MEASURES AS REQUIRED TO ALLOW FOR THE VEHICULAR AND PEDESTRIAN TRAFFIC TO PROCEED SAFELY WITH MINIMUM INCONVENIENCE.
16. SIGNS, BARRICADES, FLAGGERS, AND RELATED WORK SHALL BE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS.




| Rev. | Date | Revision | By | Chkd. | Appd. | Appd. | Rev. | Date | Revision | By | Chkd. | Appd. | Appd. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |

DRAWN BY: A. BOATRIGHT
CHKD. BY: T. SKEEN
APPD. BY:
APPD. BY:

THESE DRAWINGS ARE ISSUED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF ANTHONY W. SKEEN, P.E. 59801 AND ARE NOT FOR CONSTRUCTION.

LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
LOCATION
WILLIAMSON COUNTY, TEXAS

LCRA WATER SYSTEM IMPROVEMENTS
BRUSHY CREEK RD. MANHOLE INSPECTIONS
WORK AREA 2 - GREAT OAKS TO SAM BASS

DATE: NOV 2009
SCALE: SEE PLAN
DWG. NO.: 2 OF 2

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

## Barricade and Construction (BC) Standard Sheets General Notes:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

## Worker Safety Apparel Notes:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes prequalified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3134

WEB ADDRESSES FOR REFERENCED DOCUMENTS

Compliant Work Zone Traffic Control Devices List (CWZTCD)
http://www.txdot.gov/publications/traffic.htm

Texas Manual on Uniform Traffic Control Devices (TMUTCD)
http://www.txdot.gov/publications/traffic.htm

Standard Highway Sign Designs for Texas (SHSD)
http://www.txdot.gov/publications/traffic.htm

Traffic Engineering Standard Sheets
http://www.txdot.gov/business/disclaim.htm

Material Producer List
http://www.txdot.gov/business/producer*list.htm

Departmental Material Specifications (DMS)
http://www.txdot.gov/services/construction/material*specifications/

Roadway Design Manual
http://www.txdot.gov/services/general*services/manuals.htm

Texas Department of Transportation
Traffic Operations Division

# BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

1 of 12 BC(1)-07

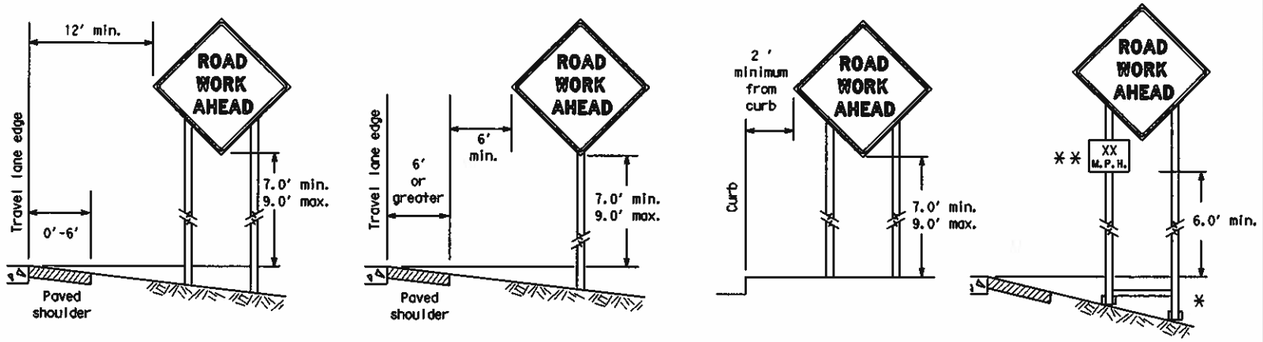
© TxDOT 11-4-02

| DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
|---|---|---|---|
| CONT | SECT | JOB | HIGHWAY |
| DIST | COUNTY | | SHEET NO. |

REVISIONS
4-03
9-07

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

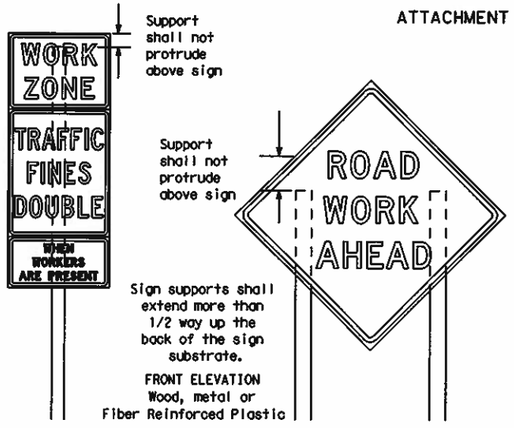
## TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

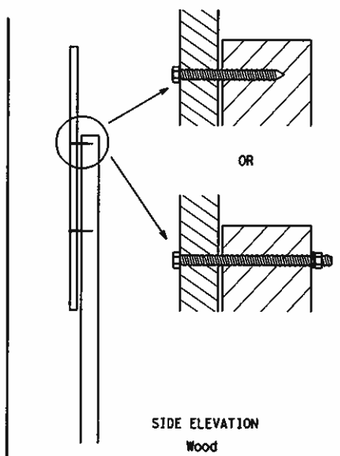



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

## ATTACHMENT FOR SIGN SUPPORTS




Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

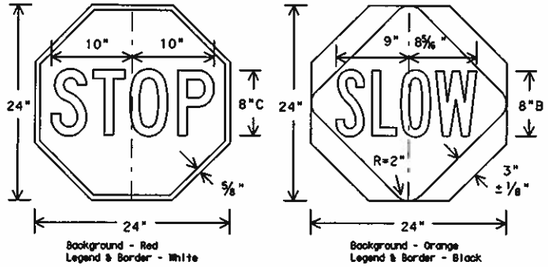
Nails will NOT be allowed.

Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same guage material.

## STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.




## CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

**GENERAL NOTES FOR WORK ZONE SIGNS**

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
6. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
7. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
8. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
9. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
10. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

**DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)**

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

**SIGN MOUNTING HEIGHT**

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday. or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

**SIZE OF SIGNS**

1. The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
2. The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

**SIGN SUBSTRATES**

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

**REFLECTIVE SHEETING**

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for rigid signs with orange backgrounds.

**SIGN LETTERS**

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

**REMOVING OR COVERING**

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sheeting.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

**SIGN SUPPORT WEIGHTS**

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact.
6. Rubber (such as tire inner tubes) shall NOT be used for sandbags.
7. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
8. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
9. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

Texas Department of Transportation
Traffic Operations Division

# BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD

4 of 12 BC(4)-07

| ©TxDOT 11-4-02 | DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
|---|---|---|---|---|
| 9-07 REVISIONS | CONT | SECT | JOB | HIGHWAY |
| | DIST | COUNTY | | SHEET NO. |

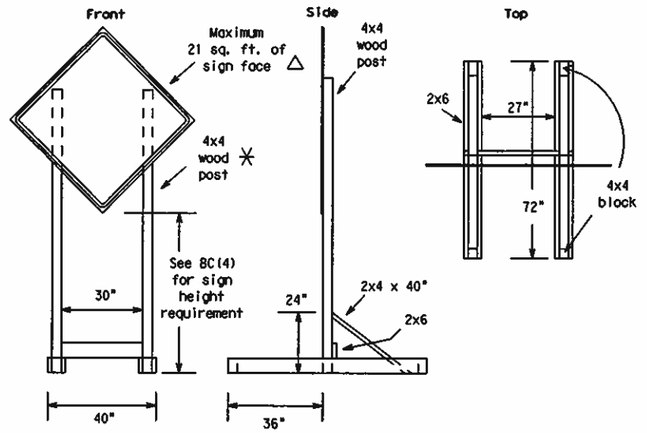
DATE:
FILE:

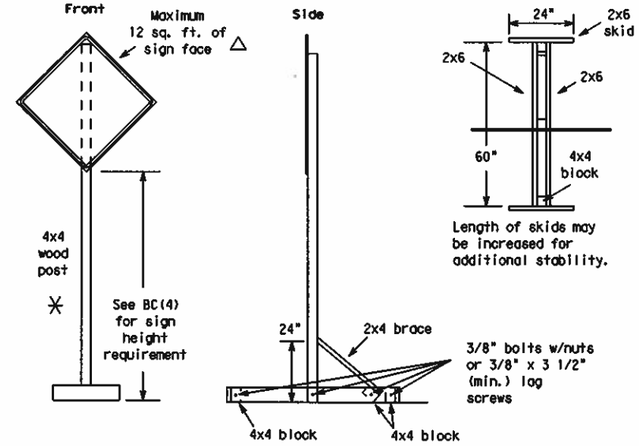
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

# SKID MOUNTED WOOD SIGN SUPPORTS

## LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

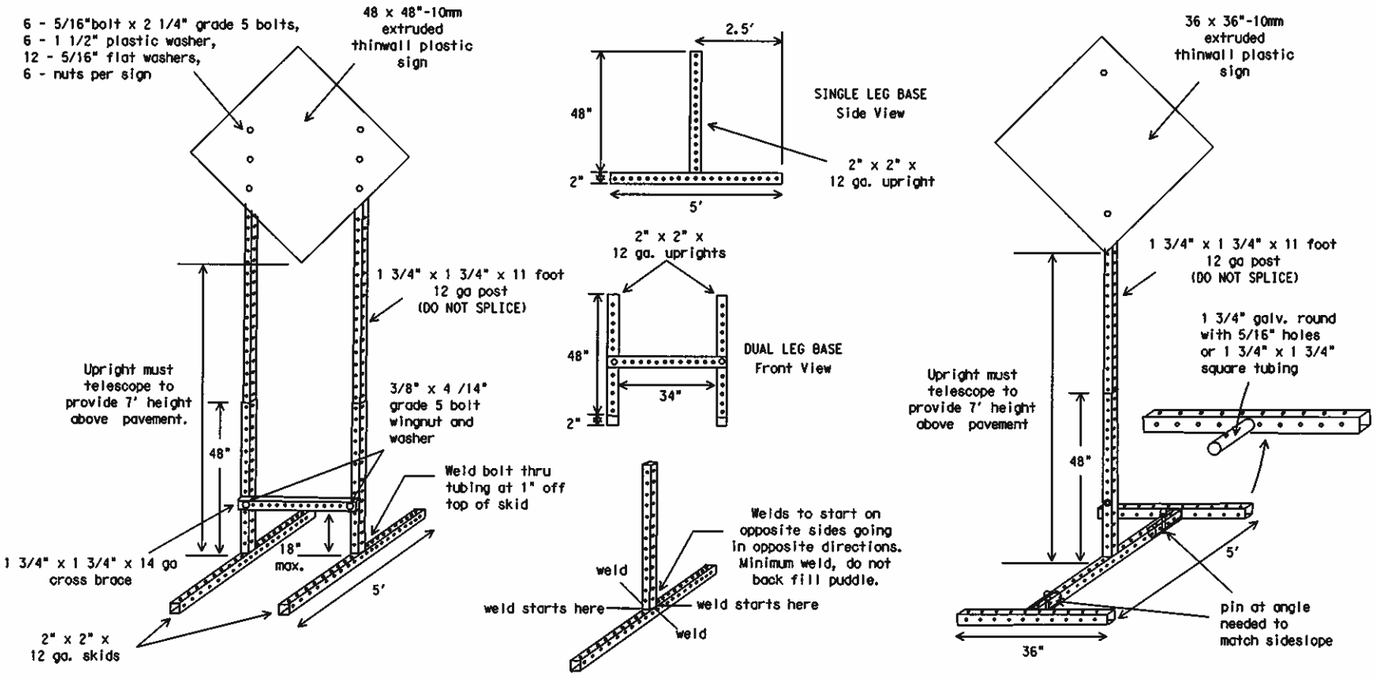



Length of skids may be increased for additional stability.

3/8" bolts w/nuts or 3/8" x 3 1/2" (min.) lag screws

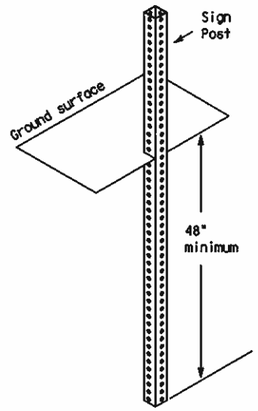
# SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



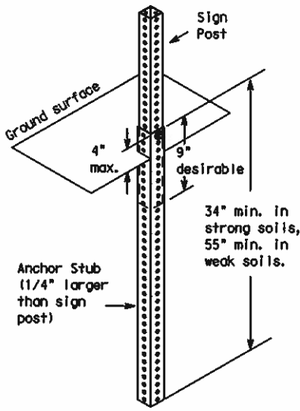

# GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

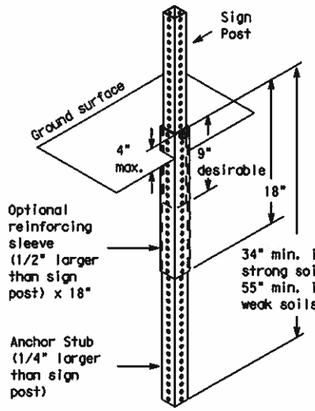
## PERFORATED SQUARE METAL TUBING




OPTION 1
(Direct Embedment)



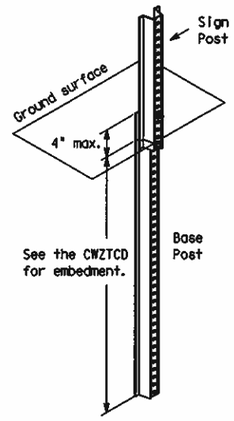

OPTION 2
(Anchor Stub)




OPTION 3
(Anchor Stub and Reinforcing Sleeve))

## WING CHANNEL

Lap-splice/base bolted anchor




GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. More details of approved Long/Intermediate and Short Term supports can be found on the CWZTCD list. See BC(1) for website location.
3. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
4. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

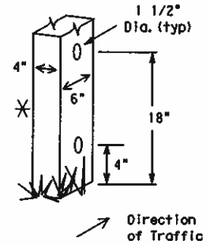
□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

# WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).




## WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

| Nominal Post Size | No. of Posts | Maximum Sq. feet of Sign Face | Minimum Soil Embedment | Drilled Hole(s) Required |
|---|---|---|---|---|
| 4 x 4 | 1 | 12 | 36" | NO |
| 4 x 4 | 2 | 21 | 36" | NO |
| 4 x 6 | 1 | 21 | 36" | YES |
| 4 x 6 | 2 | 36 | 36" | YES |

Texas Department of Transportation
Traffic Operations Division

# BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

5 of 12 BC(5)-07

© TxDOT 11-4-02

| | | | | |
|---|---|---|---|---|
| 9-07 REVISIONS | CK: TXDOT | CK: TXDOT | CK: TXDOT | CK: TXDOT |
| | DIST | COUNTY | | SHEET NO. |

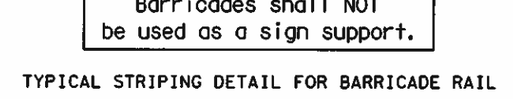
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

## TYPE III BARRICADES

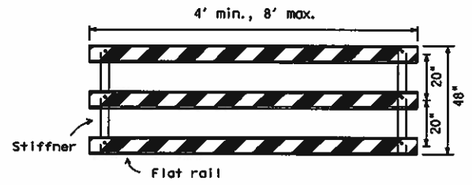
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Baricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specfication DMS-8300 unless otherwise noted.

**Barricades shall NOT be used as a sign support.**

### TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

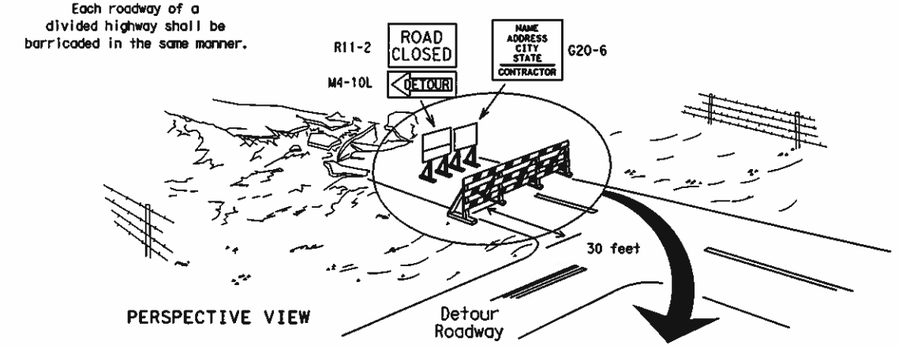



### TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES




Stiffner may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

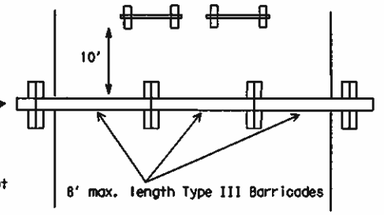
## TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION




PERSPECTIVE VIEW

The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

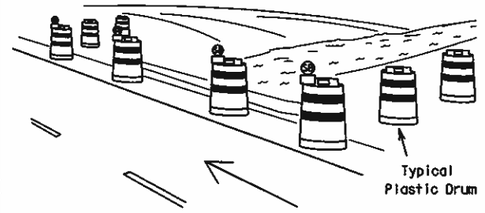
Barricade striping should slant downward in the direction of detour.




PLAN VIEW

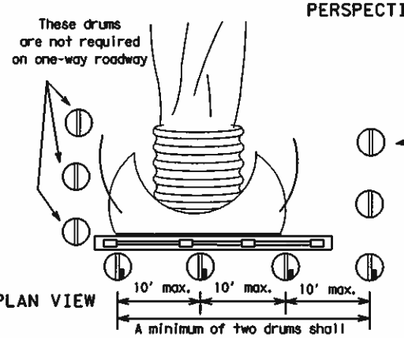
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

## CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS




PERSPECTIVE VIEW

1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



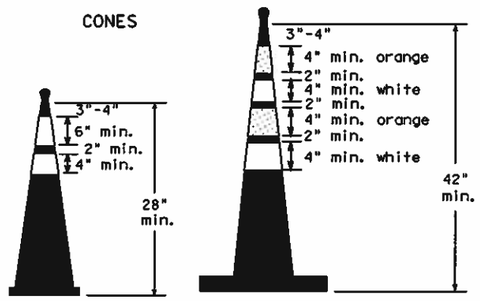

PLAN VIEW

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

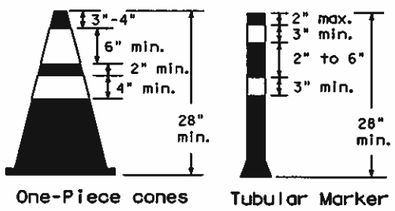
Legend

- Plastic drum
- Plastic drum with steady burn light or yellow warning reflector
- SB — Steady burn warning light or yellow warning reflector

### CONES




Two-Piece cones

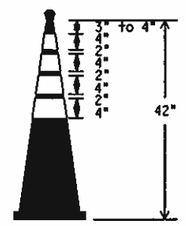



One-Piece cones Tubular Marker

**28" Cones shall have a minimum weight of 9 1/2 lbs.**

**42" 2-piece cones shall have a minimum weight of 30 lbs. including base.**

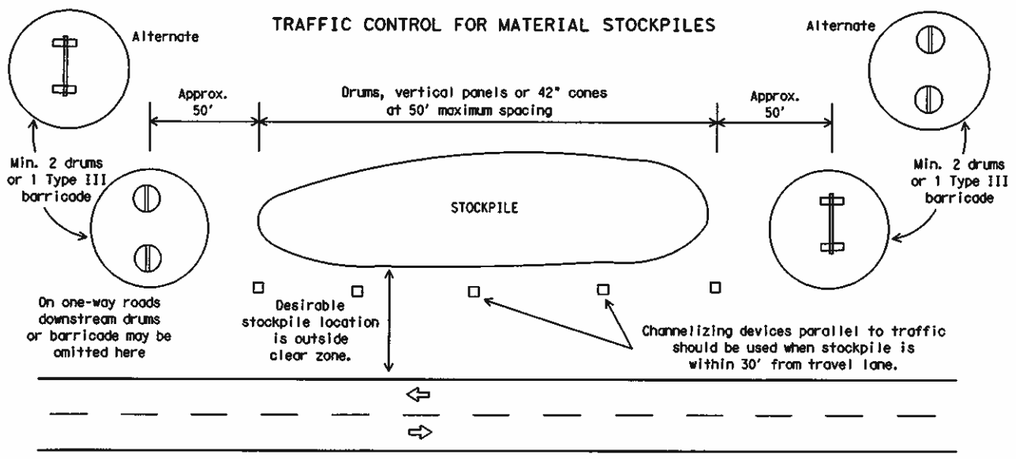
1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28"cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.




EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

## TRAFFIC CONTROL FOR MATERIAL STOCKPILES




Texas Department of Transportation
Traffic Operations Division

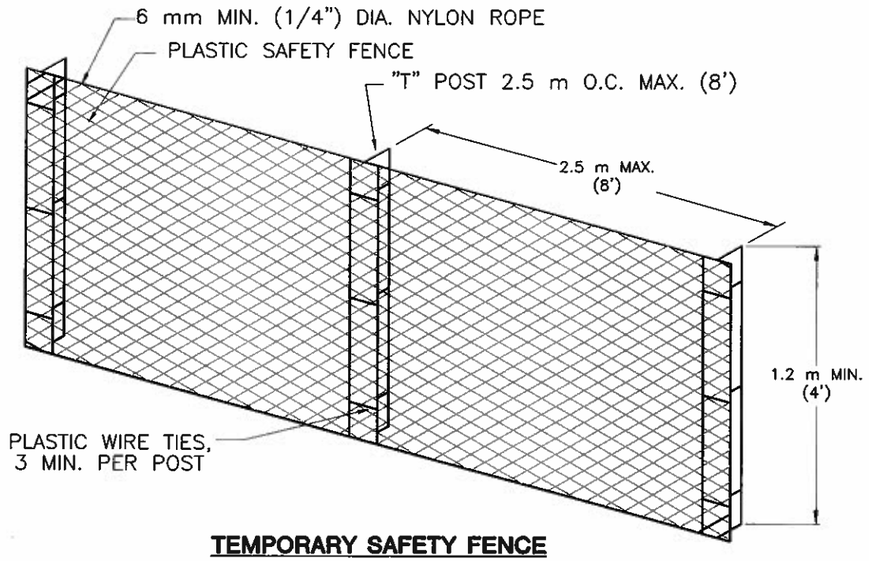
# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

10 of 12 BC(10)-07

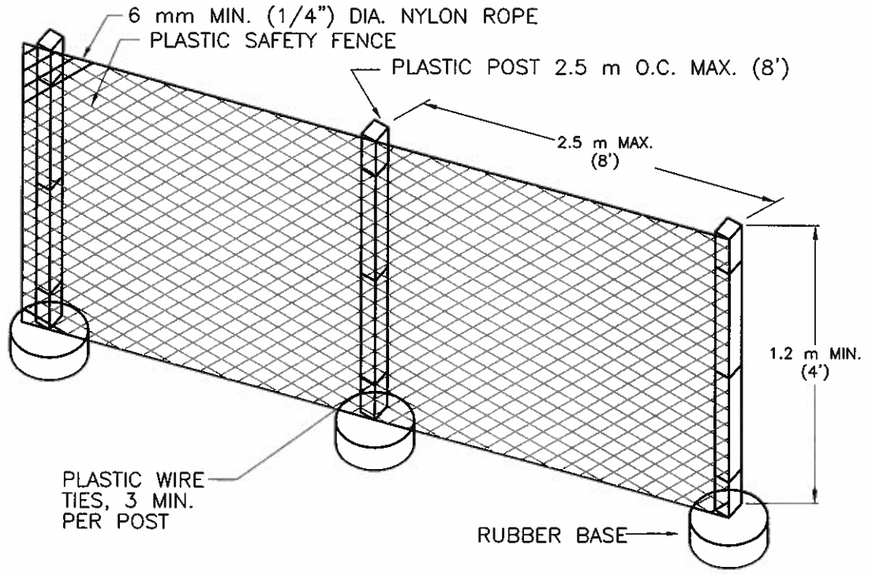
©TxDOT 11-4-02

| DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
|---|---|---|---|
| 9-07 REVISIONS | CONT | SECT | JOB | HIGHWAY |
| | DIST | COUNTY | SHEET NO. |

DATE:
FILE:




**TEMPORARY SAFETY FENCE**




**PORTABLE SAFETY FENCE**

| | | |
|---|---|---|
| LCRA ENERGY · WATER · COMMUNITY SERVICES | **SAFETY FENCE** | APPROVED DATE: JULY '04 |
| | THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. | STANDARD NO. **308-TC** 1 OF 8 |

1. SAFETY FENCE SHALL BE USED TO PROTECT ALL EXCAVATIONS IN THE RIGHT-OF-WAY.
2. SAFETY FENCES SHALL BE USED TO SEPARATE CONSTRUCTION ACTIVITIES FROM PEDESTRIAN.
3. ALL SAFETY FENCING SHALL BE PLASTIC, 1,200 mm (48") MINIMUM HEIGHT AND ORANGE IN COLOR.
4. SAFETY FENCE USED WITHIN THE ROADWAY SHALL BE REFLECTORIZED WITH A MINIMUM OF TWO (2) STRIPS OF RETROREFLECTIVE MATERIAL, A MINIMUM OF 25 mm (1') WIDE, THE LENGTH OF THE FENCE OR DELINEATED BY CHANNELIZING DEVICES.
5. SAFETY FENCE USED TO SEPARATE SIDEWALKS FROM CONSTRUCTION ACTIVITIES SHALL HAVE MINIMUM ENCROACHMENT TO THE SIDEWALK.
6. AS A MINIMUM, SAFETY FENCING IS REQUIRED IN AREAS ADJACENT TO EXCAVATIONS GREATER THAN OR EQUAL TO 150 mm (6").
7. SAFETY FENCING SHALL BE CONSIDERED SUBSIDIARY TO ITEM 803, "BARRICADES, SIGNS AND TRAFFIC HANDLING".
8. PORTABLE SAFETY FENCE MOUNTS SHALL BE APPROVED BY THE TRANSPORTATION DIVISION PRIOR TO CONSTRUCTION.

| | | |
|---|---|---|
| LCRA ENERGY · WATER · COMMUNITY SERVICES | **SAFETY FENCE** | APPROVED DATE: JULY '04 |
| | THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. | STANDARD NO. **308-TC** 2 OF 8 |

Possession and Use Agreement regarding US 183

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Charlie Crossfield, Road Bond |
| Submitted For: | Charlie Crossfield |
| Department: | Road Bond |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Champion, Mason's and the Craven's regarding ROW on US 183.

Background

Fiscal Impact

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

Attachments

Link: PUA regarding US 183

Form Routing/Status

| | |
|---|---|
| Form Started By: Charlie Crossfield | Started On: 11/24/2009 11:52 AM |
| Final Approval Date: 11/24/2009 | |

**POSSESSION AND USE AGREEMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, EMOGENE CHAMPION, MICHAEL W. MASON, MARK MASON, and CHARLES WESLEY CRAVEN AND KENNETH DALE CRAVEN, Independently and as Co-Independent Executors of the Estate of Ina Dale Craven, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and though Williamson County "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A" (parcel 24), whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 183 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of NINETY THREEE THOUSAND AND EIGHTY SIX AND 00/100 Dollars ($93,086.00) and for the further agreement to postpone the time for scheduling a special commissioners hearing in Cause No. 09-1425-CC1, which compensation amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other real property situated on Exhibit "A" or on the remainder property adjacent to Exhibit "A" to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.

2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.

3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of a deposit of a Special Commissioners Award in any applicable condemnation suit for this acquisition.

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.

6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

7. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR'S request. Any award that exceeds $93,086.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

*[signature page follows]*

Executed this the ____ day of _____, 2009.

**GRANTOR:**

Emogene Champion

Address: P.O. Box 266
Leander, Tx 78646

Michael W. Mason

Address: _____

Mark Mason

Address: 114 CIRCLE DRIVE
UNIVERSAL CITY, TX 78148

Charles Wesley Craven, Individually and as Co-Independent Executor of the Estate of Ina Dale Craven

Address: _____

Kenneth Dale Craven, Individually and as Co-Independent Executor of the Estate of Ina Dale Craven

Address: _____

Executed this the ____ day of _____, 2009.

**GRANTOR:**

_____
Emogene Champion

Address:_____

_____

_____
Michael W. Mason

Address: 2059 Hwy 183
Leander, Tx 78641

_____
Mark Mason

Address:_____

_____

_____
Charles Wesley Craven, Individually and as Co-Independent Executor of the Estate of Ina Dale Craven

Address: 30309 Berry Creek Dr.
Georgetown, Tx. 78628

_____
Kenneth Dale Craven, Individually and as Co-Independent Executor of the Estate of Ina Dale Craven

Address: 108 Painted Bunting Cove
Leander, Tx 78641

Executed this the ____ day of _____, 2009.

**GRANTOR:**

Emogene Champion

Emogene Champion

Address: P.O. Box 266
Leander, Tx 78646

Michael W. Mason

Address: _____

Mark Mason

Address: _____

Charles Wesley Craven, Individually and as Co-Independent Executor of the Estate of Ina Dale Craven

Address: _____

Kenneth Dale Craven, Individually and as Co-Independent Executor of the Estate of Ina Dale Craven

Address: _____

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 17 day of November, 2009 by Mark Mason, in the capacity and for the purposes and consideration recited herein.

WENDY L. ELDER
Notary Public
State of Texas
My Commission Expires 04/28/2013

Notary Public, State of Texas
Printed Name: WENDY L. ELDER
My Commission Expires: 042813

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2009 by Wesley Craven, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2009 by Kenneth Craven, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

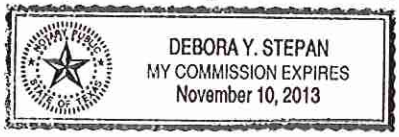
**GRANTEE:**
WILLIAMSON COUNTY, TEXAS

_____
County Judge Dan A. Gattis
Williamson County, Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**
**COUNTY OF** TRAVIS

This instrument was acknowledged before me on this the 3rd day of November, 2009 by Emogene Champion, in the capacity and for the purposes and consideration recited herein.




Debora Y. Stepan
_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

**STATE OF TEXAS**
**COUNTY OF** _____

This instrument was acknowledged before me on this the ___ day of _____, 2009 by Michael W. Mason, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

**GRANTEE:**
WILLIAMSON COUNTY, TEXAS

_____
County Judge Dan A. Gattis
Williamson County, Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**
**COUNTY OF _____**

This instrument was acknowledged before me on this the ___ day of _____, 2009 by Emogene Champion, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

**STATE OF TEXAS**
**COUNTY OF** Williamson

This instrument was acknowledged before me on this the 16 day of December, 2009 by Michael W. Mason, in the capacity and for the purposes and consideration recited herein.

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2010

_____
Notary Public, State of Texas
Printed Name: Lisa Dworaczyk
My Commission Expires: 9-29-10

**STATE OF TEXAS**
**COUNTY OF _____**

This instrument was acknowledged before me on this the ___ day of _____, 2009 by Mark Mason, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

**STATE OF TEXAS**
**COUNTY OF** Williamson

This instrument was acknowledged before me on this the 17 day of November, 2009 by Charles Wesley Craven, in the capacity and for the purposes and consideration recited herein.

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2010

_____
Notary Public, State of Texas
Printed Name: Lisa Dworaczyk
My Commission Expires:
9-29-10

**STATE OF TEXAS**
**COUNTY OF** Williamson

This instrument was acknowledged before me on this the 17 day of November, 2009 by Kenneth Dale Craven, in the capacity and for the purposes and consideration recited herein.

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2010

_____
Notary Public, State of Texas
Printed Name: Lisa Dworaczyk
My Commission Expires:
9-29-10

**STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ___ day of _____, 2009 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

**EXHIBIT A**

**County:** Williamson
**Parcel No.:** 24
**Highway:** U.S. 183
**Limits:** From: Green Valley Drive
To: ±400 feet north of County Road 213

## PROPERTY DESCRIPTION FOR PARCEL 24

DESCRIPTION OF A 0.811 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.669 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO INA DALE CRAVEN, REX H. MASON, AND EMOGENE CHAMPION AS RECORDED IN DOCUMENT NO. 1999041118, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.811 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 210+52.54, being in the south line of a called 43.0 acre tract of land, described in the deed to Charles Wesley Craven and Kenneth Dale Craven, filed June 18, 2008, Williamson County Court Records, Texas, further described as Ina Dale Craven, as recorded in Volume 595, Page 293, of the Deed Records of Williamson County, Texas, same being the north line of said 6.669 acre tract, also being in the proposed east right-of-way line of said U.S. 183, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for an angle point bears N 70° 32' 39" E, a distance of 27.18 feet to a calculated point and N 76° 20' 40" E, a distance of 333.94 feet to said 1/2-inch iron found;

**THENCE** leaving said common line with said proposed east right-of-way line crossing through the interior of said 6.669 acre tract, S 25° 46' 20" E, a distance of 136.86 feet a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 211+89.40, marking the south line of said 6.669 acre tract of land, same being the north line of a called 10.557 acre tract, described in the deed to Harold L. Dowdy, Sr. and Johnnie T. Dowdy, as recorded in Document No. 1998046183, of the Official Records of Williamson County, Texas;

**THENCE** leaving said proposed east right-of-way line, with the common line of said 6.669 acre tract and said 10.557 acre tract, the following two (2) courses and distances:

1) S 72° 23' 52" W, a distance of 164.51 feet to a calculated angle point, and

2) S 60° 16' 07" W, a distance of 97.21 feet to a calculated point, in the existing east right-of-way line of U.S. 183, a variable width right-of-way;

**THENCE** with said existing east right-of-way line, N 25° 04' 09" W, a distance of 148.76 feet to a TxDOT Type I concrete monument found, same being in the common line of said 6.669 acre tract and said 43.0 acre tract,

**THENCE** leaving said existing east right-of-way, with the said common line of, N 70° 32' 40" E, a distance of 259.57 feet to the **POINT OF BEGINNING** and containing 0.811 acres of land, more or less.

This property description is accompanied by a separate sketch of even date.

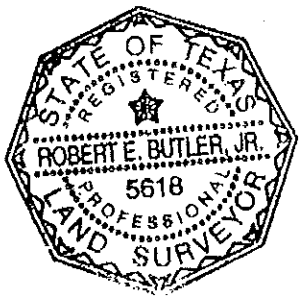
All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of June 2008.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735




Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas

## LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ⊡ TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊡ 5/8" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- × CHISELED PLUS FOUND
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ◎ COTTON SPINDLE FOUND UNLESS NOTED
- ⬡ FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- ℄ PROPERTY LINE
- ( ) RECORD INFORMATION
- D.R.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING
- P.O.C. POINT-OF-COMMENCEMENT

CHARLES WESLEY CRAVEN AND KENNETH DALE CRAVEN FILED JUNE 18, 2007 WILLIAMSON COUNTY COURT RECORDS FURTHER DESCRIBED AS INA DALE CRAVEN CALLED 43.0 ACRES VOL. 595, PG. 293 D.R.W.C.TX.

JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521

100 0 50 100
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SOUTH SAN GABRIEL RIVER CENTER LINE

INA DALE CRAVEN, REX H. MASON AND EMOGENE CHAMPION CALLED 6.669 ACRES DOC. NO. 1999041118 O.R.W.C.TX.

N76° 20'40"E 333.94' (S77° 47'W 333.88')

SEE DETAIL "A"

HAROLD L. DOWDY SR. AND JOHNNIE T. DOWDY CALLED 10.557 ACRES DOC. NO. 1998046183 O.R.W.C.TX.

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N70° 32'39"E | 27.18' |
| L2 | S72° 23'52"W | 164.51' |
| (L2) | (N73° 39'55"E) | (198.68') |
| L3 | S60° 16'07"W | 97.21' |
| (L3) | (N61° 32'10"E) | (97.21') |
| L4 | N25° 04'09"W | 148.76' |
| (L4) | (S23° 47'29"E) | (148.35') |

P.O.B. 210+52.54 200.00' LT

PROPOSED R.O.W. LINE

S25° 46'20"E 136.86'

211+89.40 200.00' LT

DETAIL "A"

NOT TO SCALE

N70° 32'39"E 259.57' (S71° 59'W 286.67')

24
0.811 ACRES

SOUTH SAN GABRIEL RIVER CENTER LINE

U.S. 183 ENGINEER'S CENTERLINE

210+00

215+00

S 25° 46' 20.07" E 1,549.49

PC Sta. 213+36.11

EXISTING R.O.W. LINE

U.S. 183
(VARIABLE WIDTH R.O.W.)

NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

06/26/08
DATE

STATE OF TEXAS
REGISTERED
ROBERT E. BUTLER, JR.
5618
PROFESSIONAL
LAND SURVEYOR

PAGE 3 OF 3
REF. FIELD NOTE NO. 4595

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING
5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

# RIGHT-OF-WAY SKETCH
# PARCEL 24
# WILLIAMSON COUNTY, TEXAS

Contract - Gertrude Anderson

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Wendy Coco, County Judge |
| Department: | County Judge |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider authorizing the County Judge to execute a real estate contract with Gertrude Anderson for ROW needed on CR 104.

Background

Fiscal Impact

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

Attachments

Link: Contract - Gertrude Anderson

Form Routing/Status

| | |
|---|---|
| Form Started By: Wendy Coco | Started On: 11/24/2009 03:20 PM |
| Final Approval Date: 11/24/2009 | |

**REAL ESTATE CONTRACT**
CR 104 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by THE GERTRUDE S. ANDERSON REVOCABLE TRUST (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.298 acre tract of land, more or less, out of the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein. (Parcel 2); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property, and compensation for any damages to the remaining property of Seller, shall be the sum of SIX THOUSAND TWO HUNDRED TWENTY and 00/100 Dollars ($6,220.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of TWO THOUSAND SEVEN HUNDRED and 00/100 Dollars ($2,700.00) for the purchase of any improvements or the replacement of fencing of Seller.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Purchaser shall complete any relocation or replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

Payment of Purchase Price

2.03. The Purchase Price and Additional Compensation, if any, shall be payable in cash at the closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before December 14, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any liens or encumbrances, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the purchase price and additional compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars ($500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

## ARTICLE VIII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

## ARTICLE IX
## MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

THE GERTRUDE S. ANDERSON REVOCABLE TRUST

By: Gertrude Anderson
Its: _____

Date: Nov. 18 2009

Address: P.O. Box 473
Georgetown, Texas

**PURCHASER:**

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

**SPECIAL WARRANTY DEED**
CR 104 right of way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

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

**WHEREAS,** Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed County Road 104 roadway improvements ("Project"); and,

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

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

That THE GERTRUDE S. ANDERSON REVOCABLE TRUST, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.298 acre of land, more or less, situated in the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (parcel 2).

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

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

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 18th day of November, 2009.

**GRANTOR:**

THE GERTRUDE S. ANDERSON REVOCABLE TRUST

By: Gertrude Anderson

Its: _____

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 18th day of November, 2009 by Gertrude Anderson, in the capacity and for the purposes and consideration recited therein.

Kathy M. Musquiz
Notary Public, State of Texas

KATHY M. MUSQUIZ
Notary Public, State of Texas
My Commission Expires
October 28, 2012

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Wendy Coco, County Judge |
| Department: | County Judge |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider authorizing the County Judge to execute a real estate contract with Blue Haven Partners for ROW needed on RM 2338 Phase 2. (Parcel 7)

Background

Fiscal Impact

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

Attachments

Link: Blue Haven

Form Routing/Status

| | |
|---|---|
| Form Started By: Wendy Coco | Started On: 11/24/2009 03:22 PM |
| Final Approval Date: 11/24/2009 | |

**REAL ESTATE CONTRACT**
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BLUE HAVEN PARTNERS, LTD., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 4.486 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 7); and
>
> Waterline easement interest in and to that certain 0.193 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 7WE); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of SIX HUNDRED EIGHTEEN THOUSAND AND SEVEN HUNDRED THREE and 00/100 Dollars ($618,703.00).

2.01.1. As additional compensation Purchaser shall pay the amount of NINETEEN THOUSAND SIX HUNDRED AND TWENTY ONE and 00/100 Dollars ($19,621.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As additional compensation for purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a sixteen (16) foot wide asphalt driveway connection with fifteen (15) foot radii between the proposed RM 2338 roadway improvements and the remaining property of Seller. The driveway will be constructed as part of the RM 2338 construction project, and shall be located at approximately Station 395+00L of the project as shown on the plan sheet attached hereto at Exhibit "C". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before December 15, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District in and to the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars ($500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

## ARTICLE VIII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

## ARTICLE IX
## MISCELLANEOUS

### Notice

9.01.Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

**SELLER:**

BLUE HAVEN PARTNERS, LTD.

By: R. Bowling
Its: General Partner

Address: 1612 THORNRIDGE RD
Austin, TX 78758

Date: 11-19-09

**PURCHASER:**

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

**EXHIBIT A**

**County:** Williamson
**Parcel No.:** 7
**Highway:** R.M. 2338
**Limits:** From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
**CSJ:** 2211-01-023

## LEGAL DESCRIPTION FOR PARCEL 7

BEING, 4.486 acres (195,421 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 91.929 acres, as conveyed to Blue Haven Partners, Ltd. by deed recorded as Document No. 2000007405 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above referenced 91.929 acre Blue Haven Partners, Ltd. tract; being an interior corner of that certain tract of land called 317.51 acres, as conveyed to Somerset Hills, Ltd., by deed recorded as Document No. 2008039683 of the Official Public Records of Williamson County, Texas;

THENCE, along the Northwest of the said 91.929 acre Blue Haven Partners, Ltd. tract, S 53°31'45" E, 95.44 feet to a nail found marking the most easterly corner of that certain tract of land called 3.00 acres, as conveyed to Somerset Hills, Ltd., by deed recorded as Document No. 2007045252 of the Official Public Records of Williamson County, Texas, and continuing along the Southeast line of the said 3.00 Somerset Hills, Ltd. tract, S 53°31'00" W, 463.79 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 381+59.02, for the Northeast corner and Point of BEGINNING hereof;

1) THENCE, along the said proposed Northeast line of RM 2338, S 21°02'00" E, 333.91 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) at the beginning of a curve to the left;

2) Along the said curve having a radius of 2,466.00 feet, a Central Angle of 24°00'59" and Long Chord bears S 33°02'30" E, 1026.11 feet for an arc distance of 1,033.66 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);

3) S 45°03'00" E, 852.22 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);

4) And N 81°04'45" E, 57.27 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the Northwest line of County Road No. 245, being the Southeast line of the said 91.929 acre Blue Haven Partners, Ltd. tract, for the most easterly corner hereof;

5) THENCE, along the said Northwest line of County Road No. 245, S 23°05'00" W, 33.70 feet to an iron pin with TxDOT aluminum cap set at the center of a 16" cedar tree, from which a nail found bears S 12°26'00" W, 0.92 of a foot;

6) And S 75°03'45" W, 14.32 feet to a TxDOT Type I Concrete Marker found on the existing Northeast line of RM 2338, marking the Southeast corner of the said 91.929 acre Blue Haven Partners, Ltd. tract, for the Southeast corner hereof;

7) THENCE, along the said existing Northeast line of RM 2338, S 76°46'30" W, 49.13 feet to a TxDOT Type I Concrete Marker found at the beginning of a curve to the left;

8) THENCE, along the said curve having a radius of 5,769.65 feet, a Central Angle of 1°50'36" and Long Chord bears N 49°40'15" W, 185.62 feet for an arc distance of 185.62 feet to a TxDOT Type I Concrete Marker found;

9) N 50°27'15" W, 539.97 feet to a TxDOT Type I Concrete Marker found at the beginning of a curve to the right;

10) Along the said curve having a radius of 1,870.08 feet, a Central Angle of 29°33'44" and Long chord bears N 35°57'30" W, 954.22 feet for an arc distance of 964.88 feet;

11) N 21°00'30" W, 569.47 feet to an iron pin found marking the most westerly corner of the said 91.929 acre Blue Haven Partners, Ltd. tract, being the most southerly corner of the said 3.00 acre Somerset Hills, Ltd. tract, for the most westerly corner hereof;

12) THENCE, N 53°31'00" E, 72.37 feet to the Point of BEGINNING and containing 4.486 acres (195,421 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

Access is permitted to the highway facility from the remainder of the abutting property.

STATE OF TEXAS }
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON }

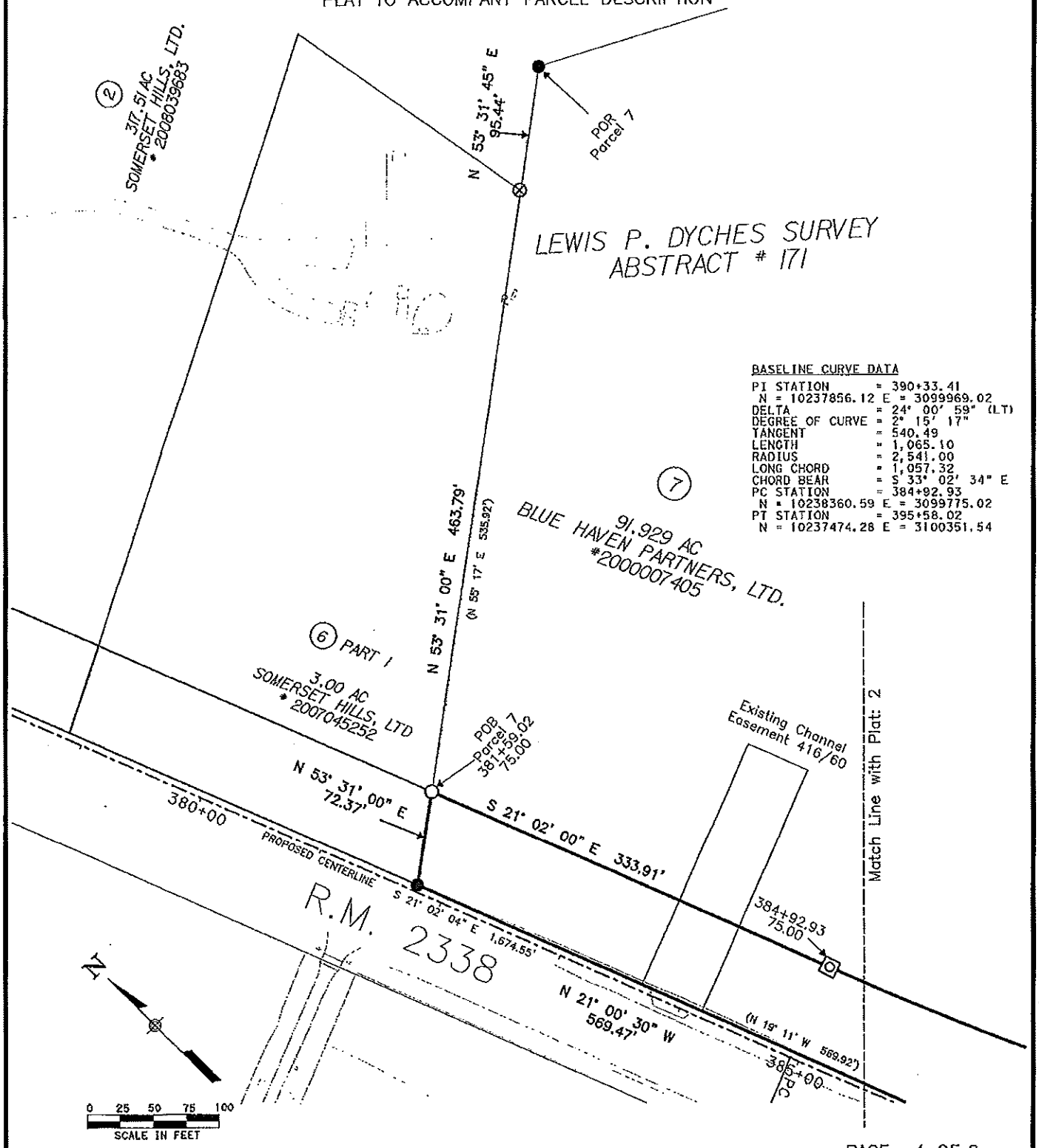
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place,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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2009, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



# PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL

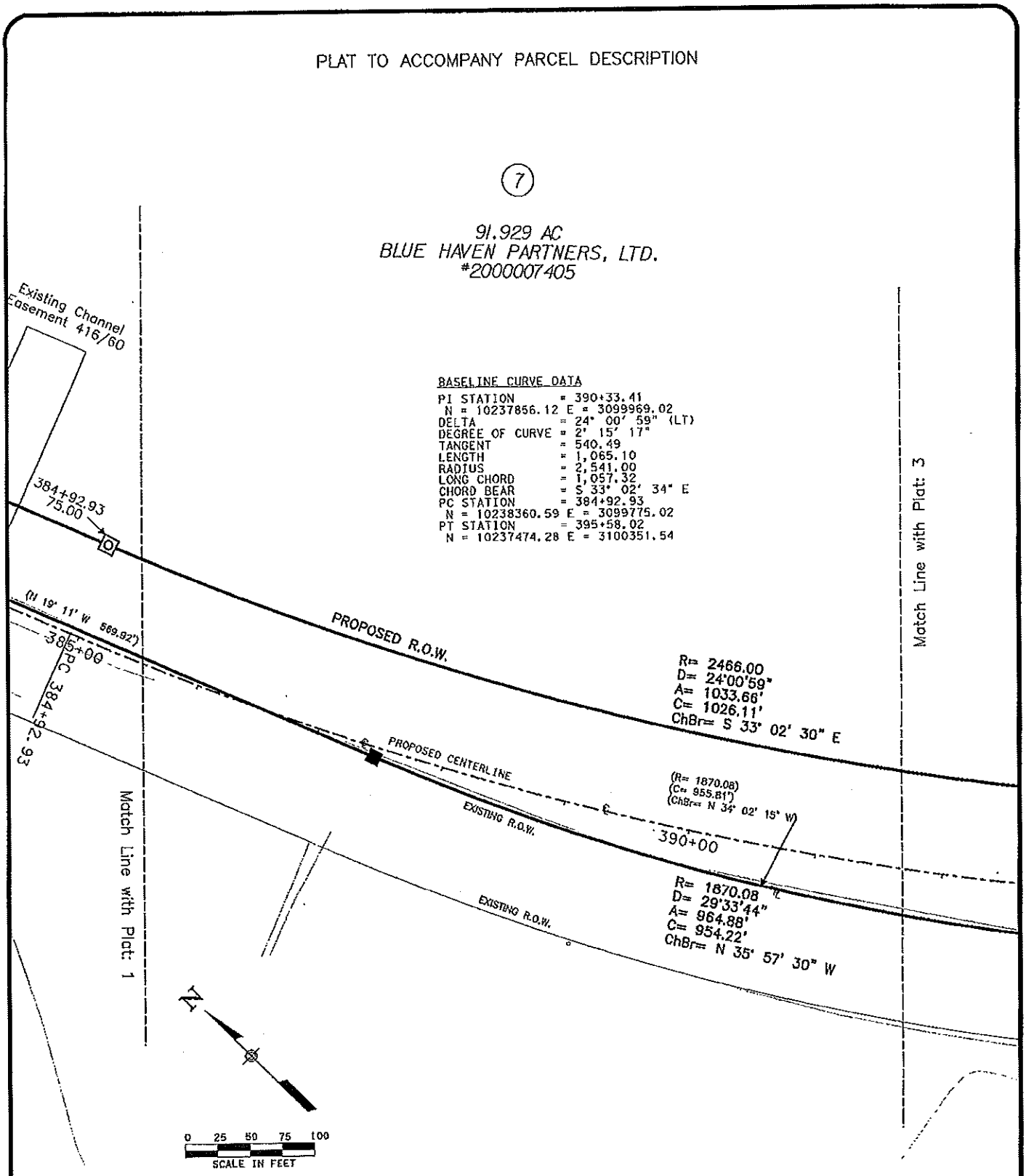
1978 S. AUSTIN AVENUE, GEORGETOWN, TX 78626
512.930.9412 FAX 512.930.8416 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation
© 2008 by Texas Department of Transportation. All rights reserved.

| SCALE: | CSJ #: | PROJECT: | COUNTY: | PARCEL: 7 |
|---|---|---|---|---|
| 1"= 100' | 2211-01-023 | RM 2338 | WILLIAMSON | Plat 1 of 5 |

PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

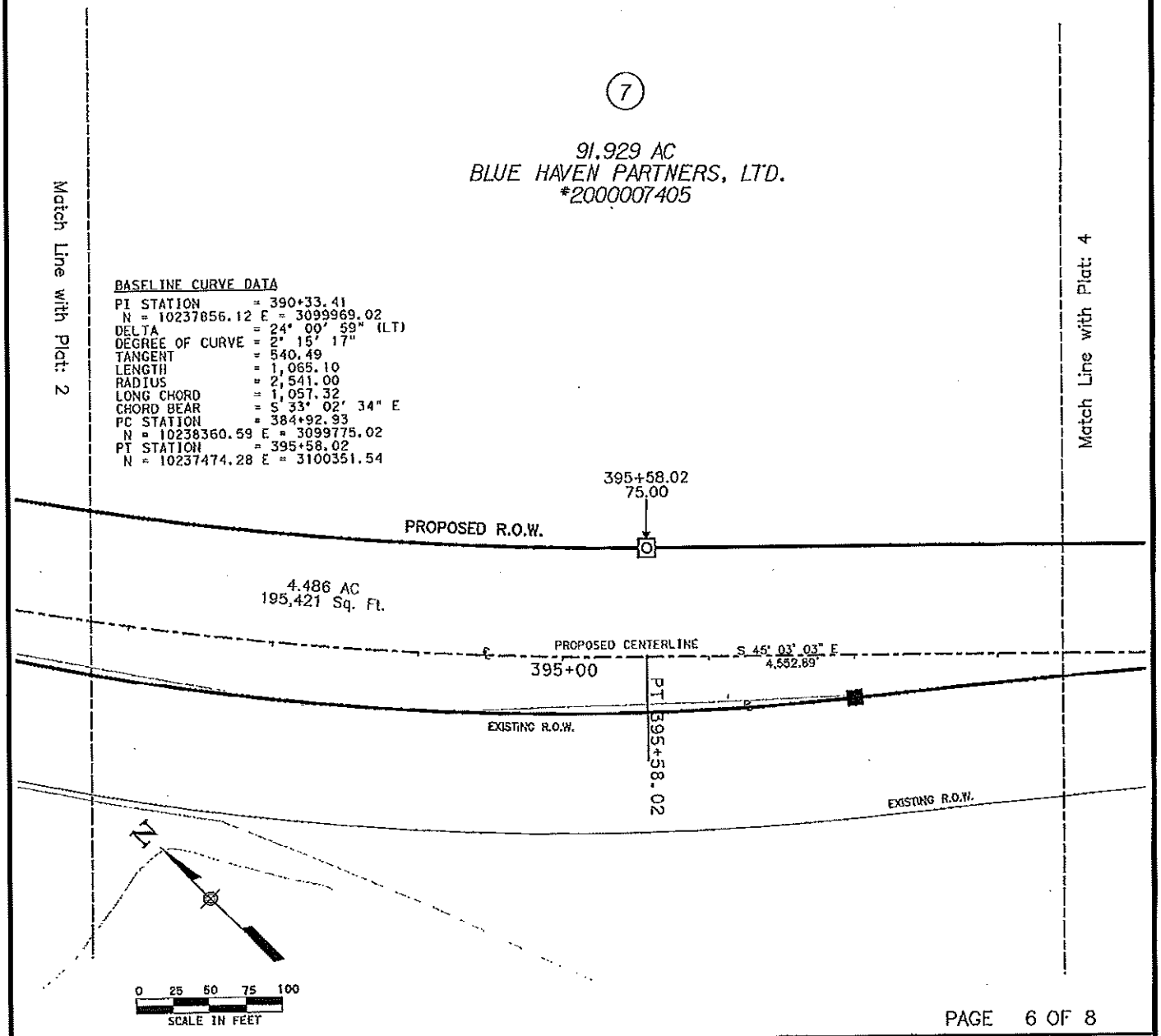
BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation

| SCALE: | CSJ #: | PROJECT: | COUNTY: | PARCEL: 7 |
|---|---|---|---|---|
| 1"= 100' | 2211-01-023 | RM 2338 | WILLIAMSON | Plat 2 of 5 |

PLAT TO ACCOMPANY PARCEL DESCRIPTION

*LEWIS P. DYCHES SURVEY*
*ABSTRACT # 171*





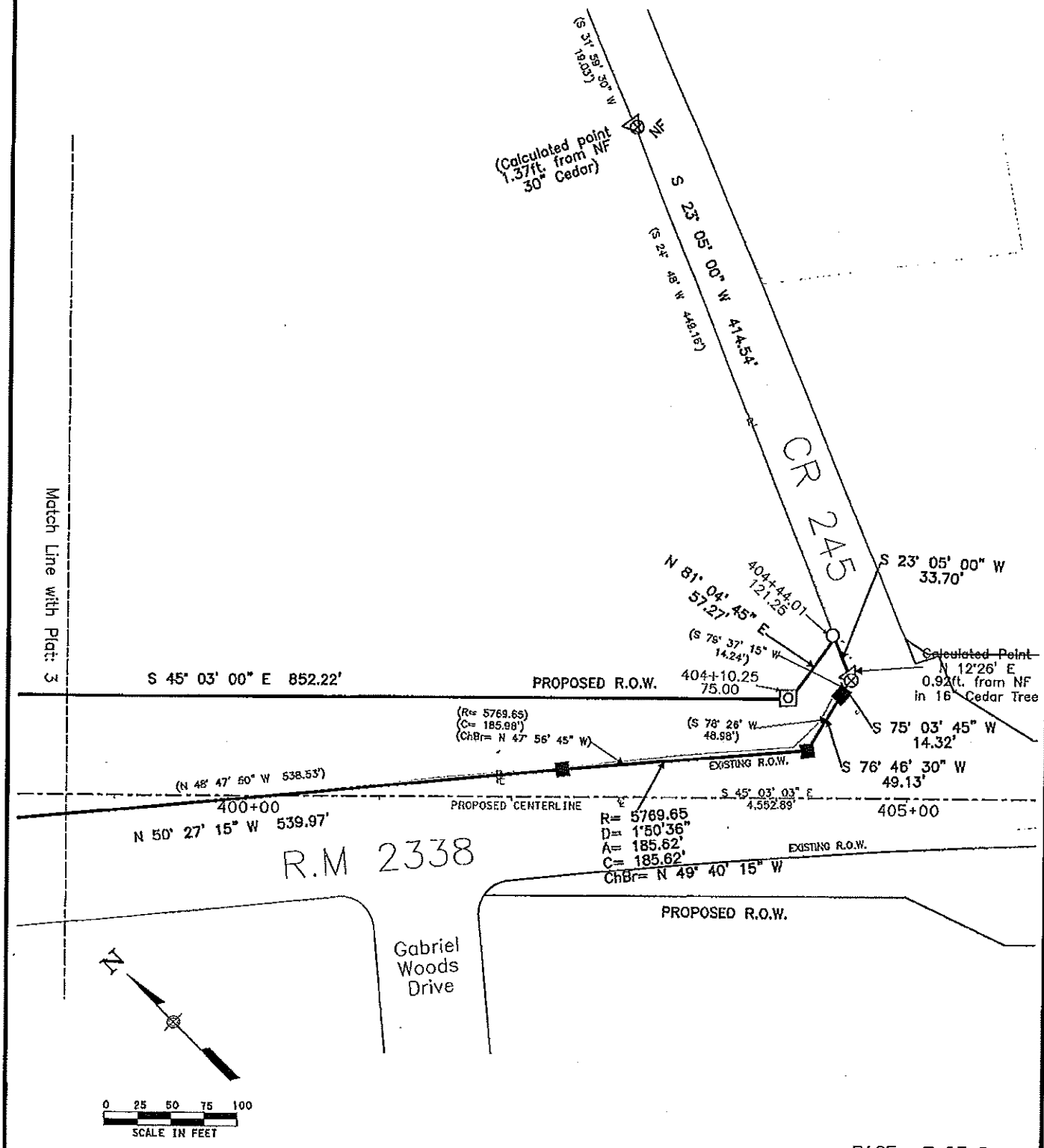

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation
© 2009 by Texas Department of Transportation
All rights reserved

| SCALE: | CSJ #: | PROJECT: | COUNTY: | PARCEL: 7 |
|---|---|---|---|---|
| 1"= 100' | 2211-01-023 | RM 2338 | WILLIAMSON | Plat 3 of 5 |

PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.6412 512.930.9418 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation

| SCALE: | CSJ #: | PROJECT: | COUNTY: | PARCEL: 7 |
|---|---|---|---|---|
| 1"= 100' | 2211-01-023 | RM 2338 | WILLIAMSON | Plat 4 of 5 |

PLAT TO ACCOMPANY PARCEL DESCRIPTION

# LEGEND

| | |
|---|---|
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ◘ | TYPE II MONUMENT FOUND |
| ⊡ | 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE |
| ▣ | 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE |
| ◉ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ○ | 1/2" IRON ROD SET W/ TxDOT ALUM CAP |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| △ | CALCULATED POINT |
| ⊕ | NAIL FOUND |
| ℄ | CENTER LINE |
| ℙ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.R. | POINT OF REFERENCE |
| P.O.B. | POINT OF BEGINNING |
| —⩘— | LINE BREAK |

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

8/18/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRIAN F. PETERSON
3967
PROFESSIONAL
LAND SURVEYOR



STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation
© 2008 by Texas Department of Transportation
All rights reserved

| SCALE: | CSJ #: | PROJECT: | COUNTY: | PARCEL: |
|---|---|---|---|---|
| 1"= 100' | 2211-01-023 | RM 2338 | WILLIAMSON | 7 |
| | | | | Plat 5 of 5 |

EXHIBIT "B"

| STATE OF TEXAS<br>COUNTY OF WILLIAMSON | WATERLINE EASEMENT | 0.193 ACRE SITUATED IN LEWIS P. DYCHES SURVEY ABSTRACT 171 WILLIAMSON COUNTY, TEXAS |
|---|---|---|

## LEGAL DESCRIPTION

DESCRIPTION OF A 0.193 ACRE (8,368 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 91.929 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO BLUE HAVEN PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2000007405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said 91.929 acres tract, same being the northwest right-of-way line of County Road 245, a varying width right-of-way, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed varying width right-of-way;

**THENCE** leaving said southeast line of the 91.929 acres tract and said northwest right-of-way line of C.R. 245, crossing said 91.929 acres tract, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. S81°04'39"W a distance of 57.27 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found, and
2. N45°03'03"W a distance of 351.48 feet;

**THENCE** leaving said proposed northeast right-of-way line of R.M. 2338, continuing across said 91.929 acres tract, the following five (5) courses and distances:

1. N44°56'57"E a distance of 20.00 feet,
2. S45°03'03"E a distance of 341.32 feet,
3. N81°04'39"E a distance of 36.02 feet,
4. N23°04'57"E a distance of 18.99 feet, and
5. S66°55'03"E a distance of 20.00 feet to a point in said southeast line of the 91.929 acres tract, same being the northwest right-of-way line of County Road 245;

**THENCE** with said southeast line of the 91.929 acres tract, and the northwest right-of-way line of C.R. 245, S23°04'57"W a distance of 30.08 feet to said **POINT OF BEGINNING** and containing 0.193 acre.

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF TRAVIS** §

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of September, 2009, A.D.




9/10/2009

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

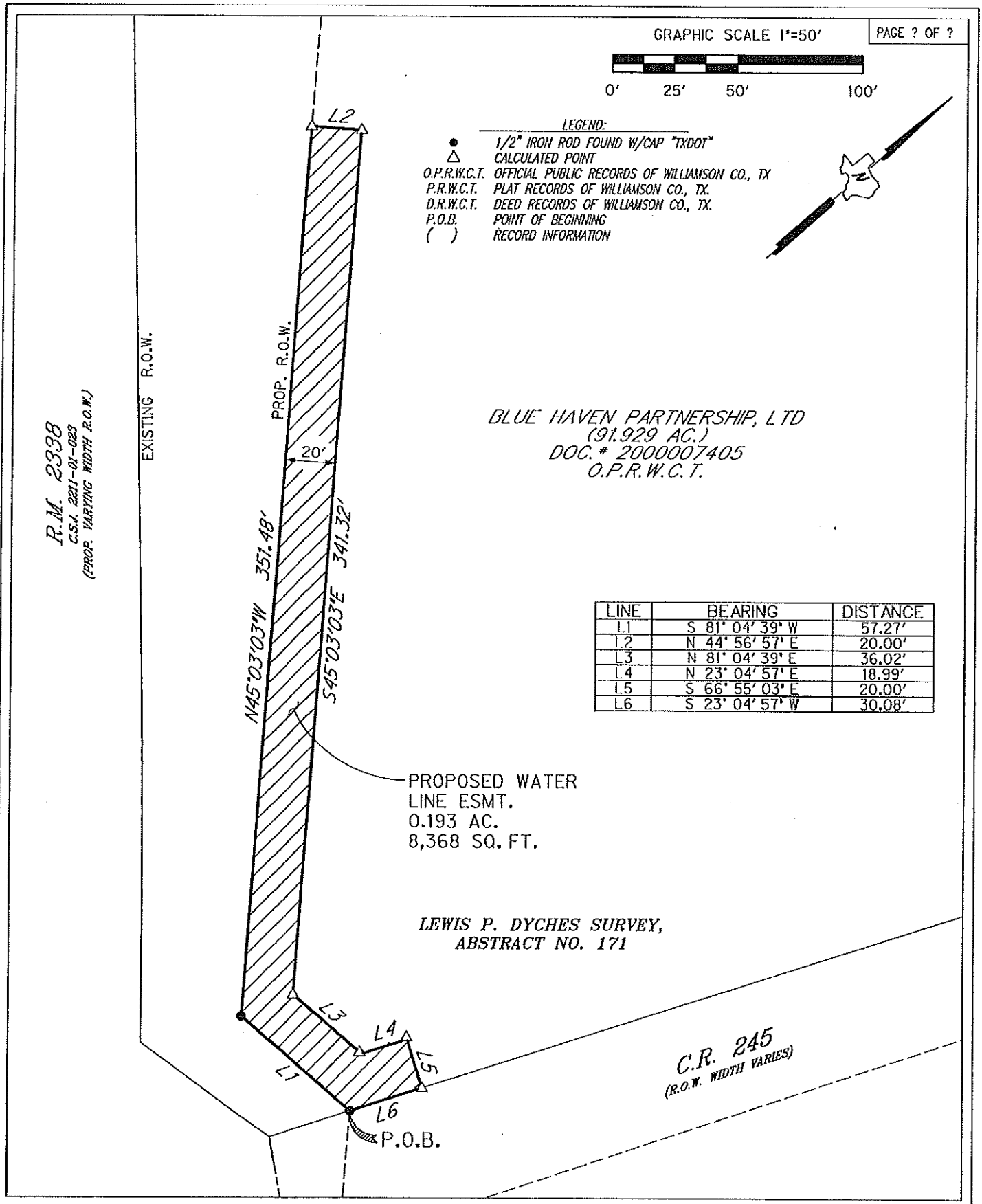
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.

2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(7)-26424.dgn, dated September 10th, 2009, AVO No. 26424.

3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 81° 04' 39" W | 57.27' |
| L2 | N 44° 56' 57" E | 20.00' |
| L3 | N 81° 04' 39" E | 36.02' |
| L4 | N 23° 04' 57" E | 18.99' |
| L5 | S 66° 55' 03" E | 20.00' |
| L6 | S 23° 04' 57" W | 30.08' |

HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 7
SKETCH TO ACCOMPANY DESCRIPTION

| HALFF AVO: | DATE: | ACCOMPANYING FILE NAME: | SKETCH BY: |
|---|---|---|---|
| 26424 | 9/10/2009 | SV-LD-P7-26424.doc | KKH |

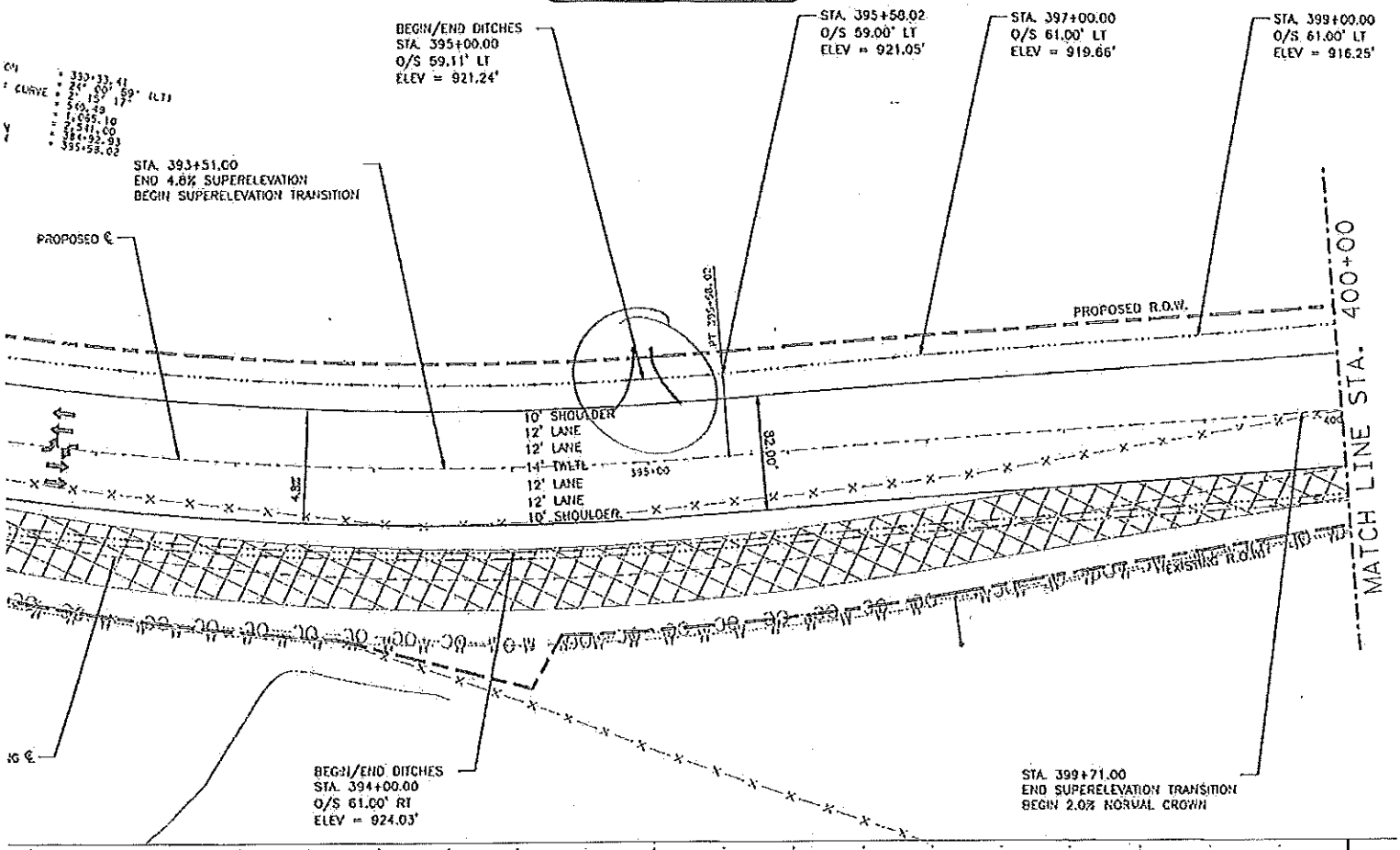
8,368 SQUARE FEET
~ 0.193 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

9/10/2009 2:42:41 PM ah2112HALFF i:\26000s\26424\cadd\survey\S301-IS(7)-26424.dgn Design 2C_HP9040_8-5x11.plt

**EXHIBIT**

tabbies

C



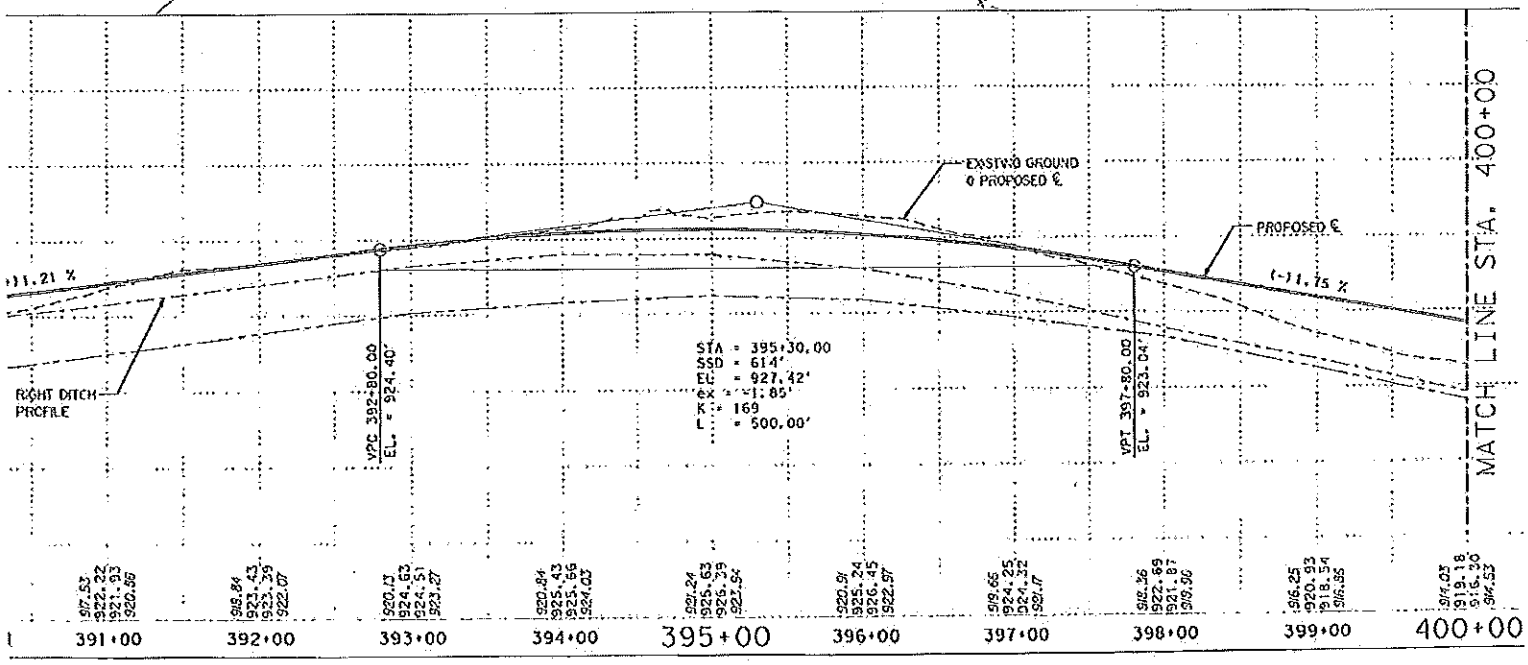



EXHIBIT "E"

| STATE OF TEXAS<br>COUNTY OF WILLIAMSON | WATERLINE EASEMENT | 0.193 ACRE SITUATED IN LEWIS P. DYCHES SURVEY ABSTRACT 171 WILLIAMSON COUNTY, TEXAS |
|---|---|---|

## LEGAL DESCRIPTION

DESCRIPTION OF A 0.193 ACRE (8,368 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 91.929 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO BLUE HAVEN PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2000007405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said 91.929 acres tract, same being the northwest right-of-way line of County Road 245, a varying width right-of-way, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed varying width right-of-way;

**THENCE** leaving said southeast line of the 91.929 acres tract and said northwest right-of-way line of C.R. 245, crossing said 91.929 acres tract, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. S81°04'39"W a distance of 57.27 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found, and
2. N45°03'03"W a distance of 351.48 feet;

**THENCE** leaving said proposed northeast right-of-way line of R.M. 2338, continuing across said 91.929 acres tract, the following five (5) courses and distances:

1. N44°56'57"E a distance of 20.00 feet,
2. S45°03'03"E a distance of 341.32 feet,
3. N81°04'39"E a distance of 36.02 feet,
4. N23°04'57"E a distance of 18.99 feet, and
5. S66°55'03"E a distance of 20.00 feet to a point in said southeast line of the 91.929 acres tract, same being the northwest right-of-way line of County Road 245;

**THENCE** with said southeast line of the 91.929 acres tract, and the northwest right-of-way line of C.R. 245, S23°04'57"W a distance of 30.08 feet to said **POINT OF BEGINNING** and containing 0.193 acre.

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF TRAVIS** §

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of September, 2009, A.D.




9/10/2009

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

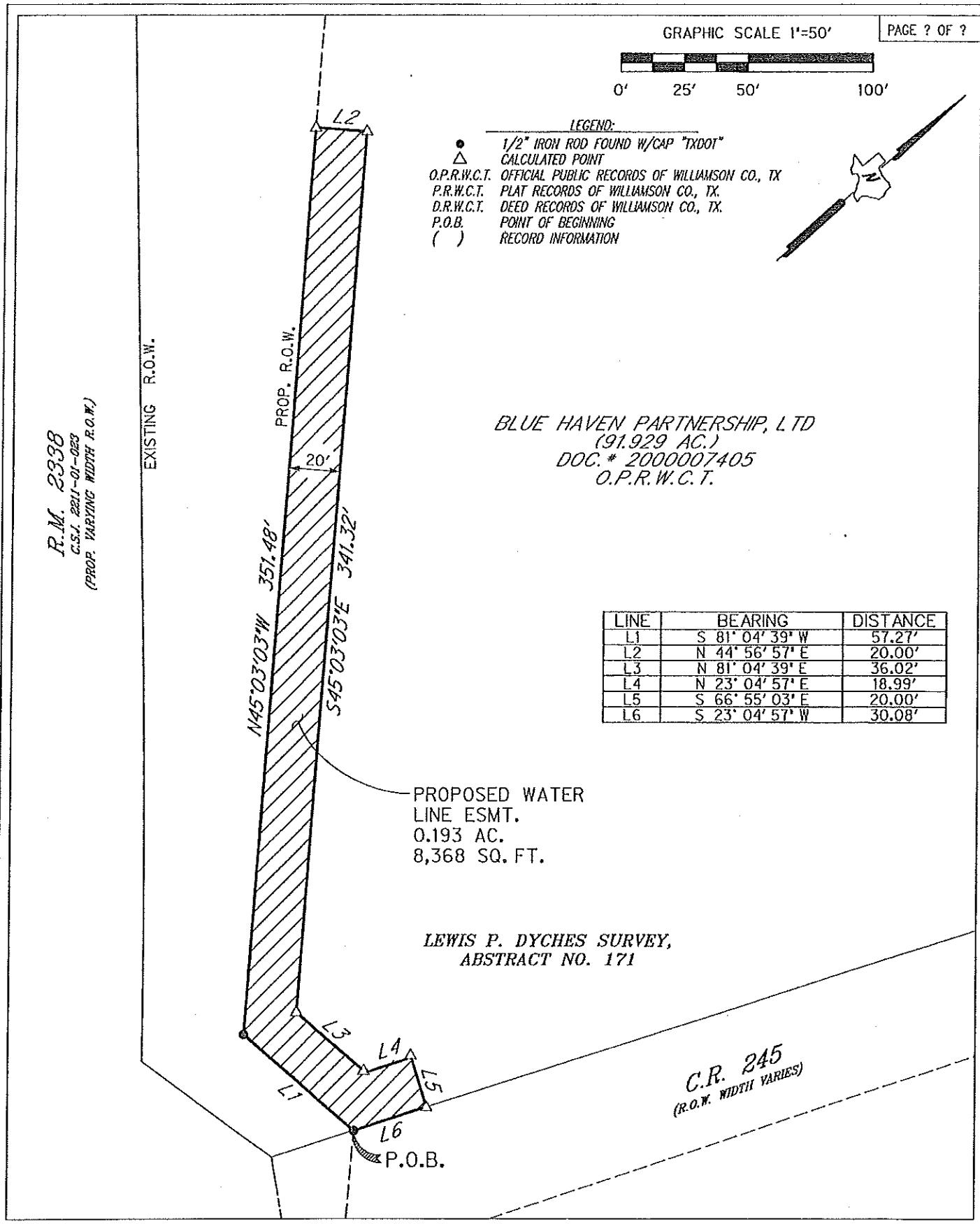
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.

2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(7)-26424.dgn, dated September 10th, 2009, AVO No. 26424.

3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 81° 04' 39" W | 57.27' |
| L2 | N 44° 56' 57" E | 20.00' |
| L3 | N 81° 04' 39" E | 36.02' |
| L4 | N 23° 04' 57" E | 18.99' |
| L5 | S 66° 55' 03" E | 20.00' |
| L6 | S 23° 04' 57" W | 30.08' |

HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 7
SKETCH TO ACCOMPANY DESCRIPTION

| HALFF AVO: | DATE: | ACCOMPANYING FILE NAME: | SKETCH BY: |
|---|---|---|---|
| 26424 | 9/10/2009 | SV-LD-P7-26424.doc | KKH |

8,368 SQUARE FEET
~ 0.193 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

9/10/2009 2:42:41 PM ch2112HALFF I:\26000s\26424\cadd\survey\S301-1S(7)-26424.dgn Design 2C_HP9040_8-5x11.plt

EXHIBIT "A"

**SPECIAL WARRANTY DEED**
RM 2338 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

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

**WHEREAS,** Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

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

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

That BLUE HAVEN PARTNERS, LTD., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 4.486 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 7)

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

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2009.

**GRANTOR:**

BLUE HAVEN PARTNERS, LTD.

By:_____

Its:_____

## ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2009 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

TxDoT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Wendy Coco, County Judge |
| Department: | County Judge |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider authorizing the County Judge to execute a real estate contract with C. Dudley and Sharon Harvey for ROW needed on US 183 Extension. (Parcel 28)

Background

Fiscal Impact

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

Attachments

Link: Harvey

Form Routing/Status

| | |
|---|---|
| Form Started By: Wendy Coco | Started On: 11/24/2009 03:24 PM |
| Final Approval Date: 11/24/2009 | |

**REAL ESTATE CONTRACT**
US183 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between C. DUDLEY HARVEY AND SHARON HARVEY, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.854 acre tract of land, more or less, out of the William Mancil Survey, Abstract No. 437, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 28);
>
> Access easement interest in and to a strip of land ten (10) feet in width immediately adjacent to and along the boundary of the Property and the remaining property of Seller, and as further generally depicted on Exhibit "B" (Easement Form) attached hereto and incorporated herein. Prior to the execution of an access easement document by Seller, Purchaser shall create a metes and bounds description of this area to be attached to the executed easement document for recording in the real property records of Williamson County, Texas.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

Purchase Price

2.01. The purchase price for the property (.854 acres = $184,258.00), and compensation for any damages to the remaining property (.6914 = $149,081.00), less the market value of the remaining property after the acquisition ($7,454.00) shall be the sum of THREE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($325,885.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

Special Provisions

2.03. As additional consideration for the sale and purchase of the property described in Exhibit "A", and as a continuing obligation of Seller and Purchaser which will run with the land, the parties agree that Seller or his assigns shall be required and allowed to have no more than a setback of twenty (20) feet from the new right of way line of US183 created by the acquisition of the Property purchased herein for the construction of any improvements on the remaining property of Seller. This Special Provision shall survive the closing of this transaction.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers. other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws. ordinances, regulations, statutes, rules and restrictions relating to the Property. or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before December 1, 2009. or at such time, date. and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions. except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the purchase price and additional compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars ($500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

## ARTICLE VIII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

## ARTICLE IX
## MISCELLANEOUS

### Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested,

addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

C. Dudley Harvey

**C. DUDLEY HARVEY**

Sharon Harvey

**SHARON HARVEY**

**PURCHASER:**

**COUNTY OF WILLIAMSON**

By: _____

**DAN A. GATTIS**, County Judge

Date: _____

Parcel 28

EXHIBIT "A"

County: Williamson
Parcel No.: 28
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 28

DESCRIPTION OF A 0.854 ACRE TRACT OF LAND LOCATED IN THE WILLIAM MANCIL SURVEY ABSTRACT NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 19, HIGH GABRIEL EAST, SECTION TWO, AS RECORDED IN CABINET B, SLIDE 296-298 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO C. DUDLEY HARVEY AND SHARON HARVEY, AS RECORDED IN DOCUMENT NO. 1999078279, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.854 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found, 235.94 feet left of U.S. Highway 183 Engineer's Centerline Station 228+38.64, being in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, also being the east common corner of said Lot 19 and a called 5.4598 acre tract of land described in the deed to Tai Keong Wong and wife, Becky Sou-Heng Wong and Kwok-Wai Chiu and wife, Jen Jong Huang, as recorded in Volume 1992, Page 632, of the Deed Records of Williamson County, Texas, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the north corner said 5.4598 acre tract bears, N 02° 14' 58" W, a distance of 284.60 feet and N 01° 26' 46" W, a distance of 527.74 feet;

**THENCE** with said proposed east right-of-way line, and the common line of said Lot 19 and that called Lot 20, of said High Gabriel East, Section Two as described in the deed to Daren B. Brummitt and Wendy M. Brummitt, as recorded in Document No. 2003102472, of the Official Public Records of Williamson County, Texas, S 07° 00' 09" E, a distance of 83.17 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 245.84 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.08, for an angle point in said proposed right-of-way line;

**THENCE** continuing with said proposed east right-of-way line crossing through the interior of said Lot 19, the following three (3) courses and distances:

1. N 89° 24' 27" W, a distance of 45.84 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.06;

2. with the arc of a curve to the right a distance of 385.17 feet, through a central angle of 06° 53' 47", having a radius of 3200.00 feet, and whose chord bears S 04° 00' 43" W, a distance of 384.94 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 230+76.16, and

3. N 80° 46' 27" E, a distance of 119.07 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 314.34 feet left of U.S. Highway 183 Engineer's Centerline Station 230+45.18, in the common line of said Lot 19 and said Lot 20;

**THENCE** leaving said proposed east right-of-way line, with the common line of said Lot 19 and said Lot 20, S 07° 00' 06" E, a distance of 13.29 feet to a calculated point, in the existing north right of way line of Riva Ridge Drive, a varying width right-of-way, from which a 1/2-inch iron rod found for the southwest corner of said Lot 20 bears, S 07° 00' 06" E, a distance of 2.16 feet;

**THENCE** with said existing north right-of-way line, the following three (3) courses and distances:

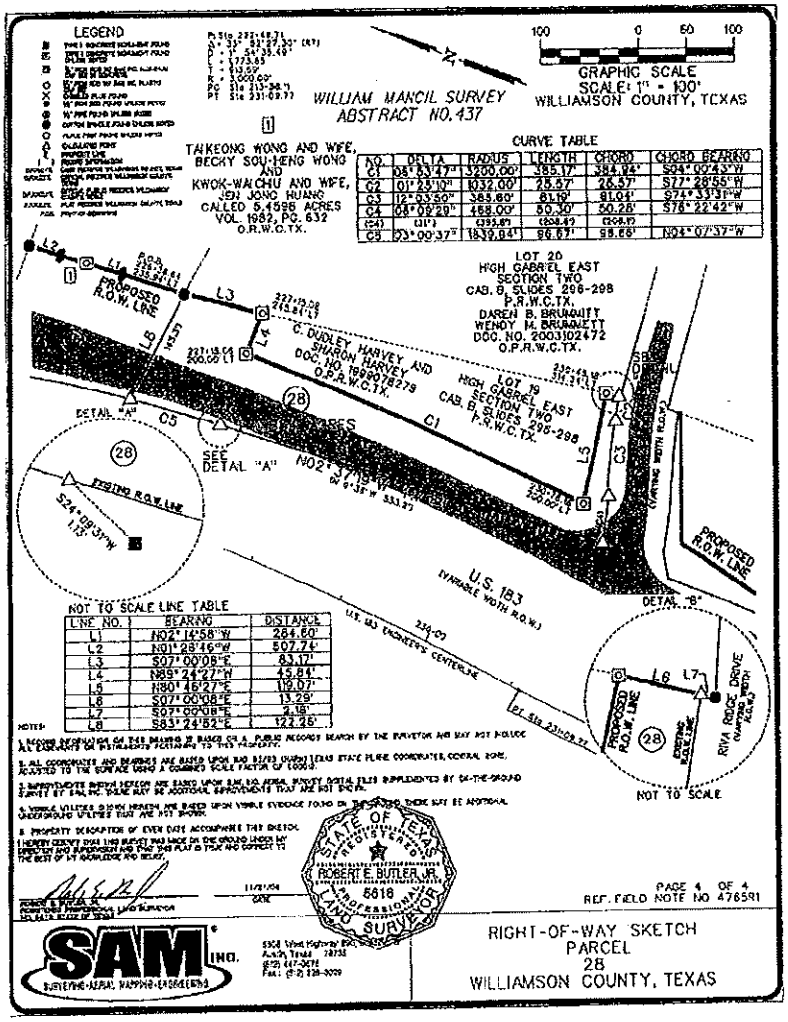
1. with the arc of a curve to the left a distance of 25.57 feet, through a central angle of 01° 25' 10", having a radius of 1032.00 feet, and whose chord bears S 77° 28' 55" W, a distance of 25.57 feet to a calculated point,

2. with the arc of a curve to the left a distance of 81.18 feet, through a central angle of 12° 03' 50", having a radius of 385.60 feet, and whose chord bears S 74° 33' 31" W, a distance of 81.04 feet to a calculated point, and

3. with the arc of a curve to the right a distance of 60.30 feet, through a central angle of 06° 09' 29", having a radius of 468.00 feet, and whose chord bears S 76° 22' 42" W, a distance of 60.26 feet to a calculated point, at the intersection of said existing north right-of-way line and the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way;

**THENCE** with said existing east right-of-way line, the following two (2) courses and distances:

1. N 02° 37' 19" W, a distance of 417.18 feet to a calculated point, from which a Texas Department of Transportation Type I Monument found bears, S 24° 09' 31" W, a distance of 1.13 feet, and




PAGE 4 OF 4
REF. FIELD NOTE NO 47659I

RIGHT-OF-WAY SKETCH
PARCEL
28
WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

**INGRESS AND EGRESS ACCESS EASEMENT**

| | | |
|---|---|---|
| **THE STATE OF TEXAS** | § | |
| | § | **KNOW ALL BY THESE PRESENTS:** |
| **COUNTY OF WILLIAMSON** | § | |

THAT C. DUDLEY HARVEY and SHARON HARVEY, hereinafter referred to as "Grantor", whether one or more ("Grantor"), for and in consideration of the payment of TEN and No/100 DOLLARS ($10.00) and other good and valuable consideration paid by PEDERNALES ELECTRIC COOPERATIVE, ("Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee, its successors and assigns, the perpetual right of ingress and egress solely for the purpose of the inspection, patrol, maintenance, construction, reconstruction and repair of its electric line facilities located in the adjacent US 183 right of way, over and across the following described property of Grantor, to-wit:

> See Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining, describing 0.088 acre of land, more or less, for an access easement (the "Easement"), said 0.088 acre tract being situated in the William Mancil Survey, Abstract No. 437 in Williamson County, Texas, and being more particularly described by metes and bounds as attached.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting rights within the area covered by this grant, without the consent of Grantee. Grantor, however, shall take all reasonable safeguards to otherwise protect the integrity and continuous use of Grantee's rights of ingress and egress across the Easement.

The Easement may be used in common by Grantor, its agents, servants, employees, contractors, successors, and assigns. No permanent electric utility poles or appurtenant structures may be placed in the Easement area without the written consent of Grantor.

Grantee shall hold Grantor harmless against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind herself, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 16 day of NOVEMBER, 2009.

GRANTOR:

C. Dudley Harvey

C. Dudley Harvey

Sharon Harvey

Sharon Harvey

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 16 day of NOVEMBER, 2009, by C. Dudley Harvey and Sharon Harvey, in the capacity and for the purposes and consideration recited herein

Michelle C. Higgins

Notary Public, State of Texas

After recording return to:

Michelle C. Higgins NOTARY PUBLIC STATE OF TEXAS Expires: 01-[illegible]-2010

0.088 Acres
William Mancil Survey, A-437
Williamson County, Texas

FN5726
November 05, 2009
SAM, Inc. Job No. 27109

DESCRIPTION OF A 0.088 ACRE TRACT OF LAND LOCATED IN THE WILLIAM MANCIL SURVEY ABSTRACT NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING A 10 FOOT WIDE ACCESS EASEMENT, AND BEING A PORTION OF THAT CALLED LOT 19, OF THE HIGH GABRIEL EAST, SECTION TWO, AS RECORDED IN CABINET B, SLIDE 296-298 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO C. DUDLEY HARVEY AND SHARON HARVEY, AS RECORDED IN DOCUMENT NUMBER 1999078279, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.088 ACRE TRACT, AS SHOWN ON AN ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at calculated point in the interior of said Lot 19, same being the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, for the southeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found in the north right-of-way line of Riva Ridge Drive (varying width right-of-way), same being the southwest corner of that called Lot 20, of said High Gabriel East, Section Two, as described in a deed to Daren B. Brummitt and Wendy M. Brummitt, as recorded in Document Number 2003102472, of the Official Public Record of Williamson County, Texas, bears the following two (2) courses and distances:

1. N80°46'27"E, a distance of a 108.63 feet to a 5/8-inch iron rod with "SAM Inc." aluminum cap set in concrete, 314.34 feet left of U.S. Highway 183 Engineer's Centerline Station 230+45.18, and

2. S07°00'08"E, a distance of 15.47 feet;

**THENCE** crossing through the interior of said Lot 19 with said proposed east right-of-way line, S80°46'27"W, a distance of 10.44 feet to a 5/8-inch iron rod with "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 230+76.16, also being the southwest corner of the tract described herein;

**THENCE** continuing to cross through the interior of said Lot 19 with said proposed east right-of-way line and the arc of a curve to the left a distance of 385.17 feet, through a central angle of 06° 53' 47", having a radius of 3200.00 feet, and whose chord bears N 04° 00' 43" E, a distance of 384.93 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.06, and being the northwest corner of the tract described herein;

**THENCE** continuing to cross through the interior of said Lot 19 with said proposed east right-of-way line, S89°24'27"E, a distance of 10.00 feet to a calculated point for the northeast corner of the tract described herein, from which a 1/2-inch iron rod found at the north common corner of said Lot 19 and said Lot 20, and also being the southeast corner of a called 5.4598 acre tract of land described in a deed to Tai Keong Wong and wife, Becky Sou-Heng Wong and Kwok-Wai Chiu and wife, Jen Jong Huang, as recorded in Volume 1982, Page 632, of the Official Records of Williamson County, Texas, bears the following two (2) courses and distances:

1. S89°24'27"E, a distance of 35.84 feet to a 5/8-inch iron rod with "SAM Inc." aluminum cap set in concrete, 245.84 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.08, and

2. N07°00'08"W, a distance of 83.17 feet;

**THENCE** continuing to cross through the interior of said Lot 19, with the arc of a curve to the right a distance of 383.37 feet, through a central angle of 06° 50'34", having a radius of 3210.00 feet, and whose chord bears S 03° 59' 07" W, a distance of 383.14 feet to the **POINT OF BEGINNING** and containing 0.088 acres of land, more or less.

This property description is accompanied by a separate sketch of even date.

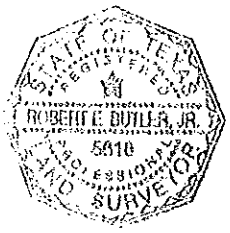
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

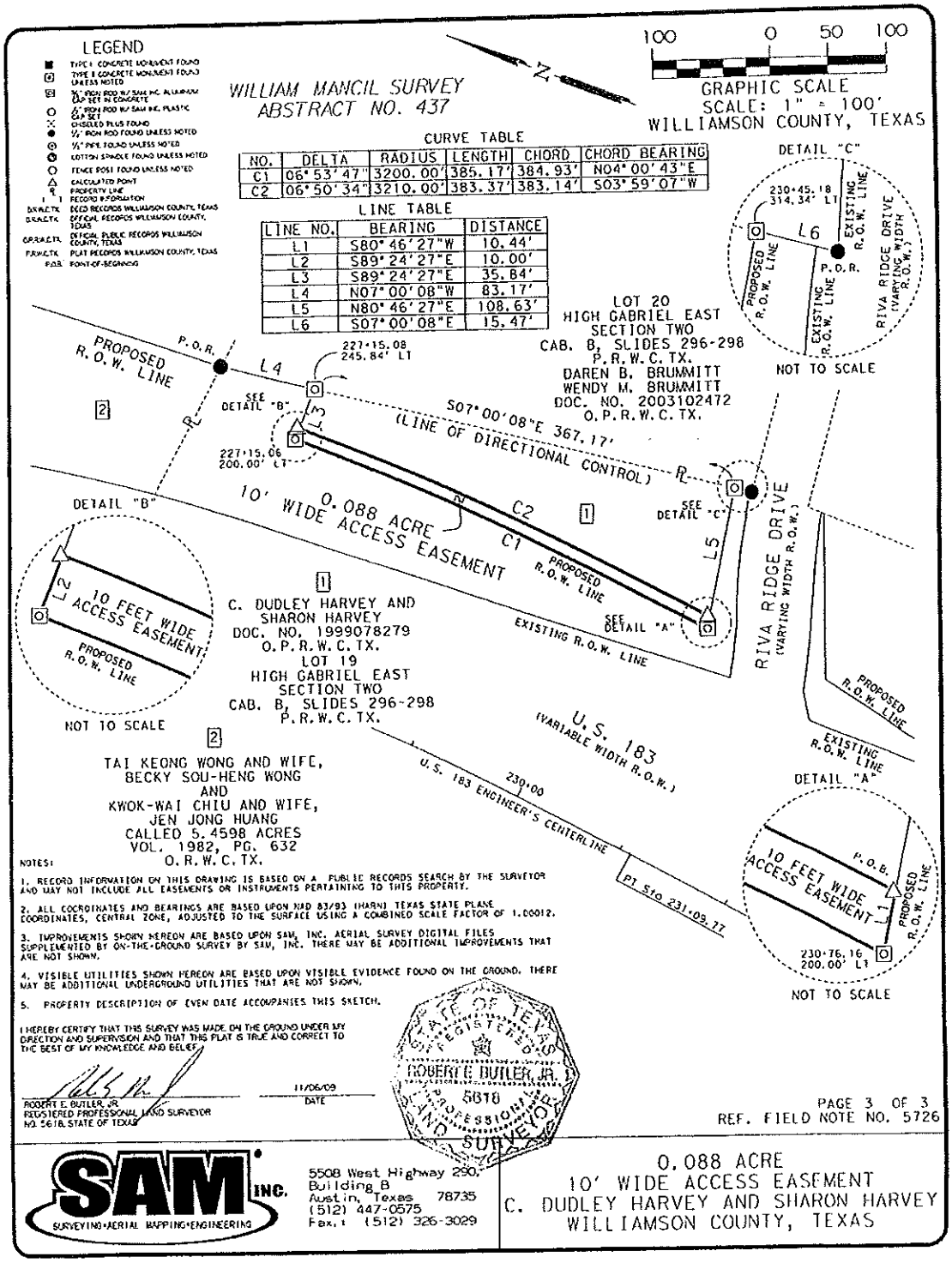
That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 6th day of November 2009.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735




Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas




NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

11/06/09
DATE

ROBERT E. BUTLER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

STATE OF TEXAS
REGISTERED
ROBERT E BUTLER JR
5618
PROFESSIONAL
LAND SURVEYOR

PAGE 3 OF 3
REF. FIELD NOTE NO. 5726

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING
5508 West Highway 290,
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

0.088 ACRE
10' WIDE ACCESS EASEMENT
C. DUDLEY HARVEY AND SHARON HARVEY
WILLIAMSON COUNTY, TEXAS

Jester Williamson County Annex
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| 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 |
|---|---|---|---|---|

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Mary Clark | Started On: 11/12/2009 10:41 AM |
| Final Approval Date: 11/12/2009 | |

CDBG CAPER

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Sally Bardwell, HUD Grants |
| Department: | HUD Grants |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approval of the 2008 CDBG Consolidated Annual Performance and Evaluation Report (CAPER).

Background

The annual CAPER is required by HUD to report the progress of projects supported by CDBG and Williamson County. Upon approval, the CAPER will be available for public comment for 15 days. Comments will be considered prior to submission to HUD on or before December 31, 2009.

Fiscal Impact

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

Attachments

Link: 2008 CDBG CAPER

Form Routing/Status

| | |
|---|---|
| Form Started By: Sally Bardwell | Started On: 11/24/2009 10:27 AM |
| Final Approval Date: 11/24/2009 | |

# Fifth Program Year CAPER

The CPMP Fifth Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

## GENERAL

### Executive Summary

This module is optional but encouraged. If you choose to complete it, provide a brief overview that includes major initiatives and highlights that were proposed and executed throughout the first year.

Program Year 5 CAPER Executive Summary response:
Williamson County was awarded $1,096,069 of Community Development Block Grant (CDBG) funds to allocate to projects for FY08 (October 1, 2008 – September 30, 2009). Infrastructure was identified as the County's highest priority in the five year Consolidated Plan developed for FY04-FY09. Thus the projects chosen to receive the majority of FY08 funds were those that will improve the infrastructure of areas in participating cities throughout the County. Also utilizing funding is the Mobile Outreach Team, a social service assisting low-income residents with situations involving mental health.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY08 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

It is required that this report be available for review for a minimum of 15 days. The review period is December 5 – December 18, 2009. The CAPER will be submitted to HUD following this review period.

### General Questions

1. Assessment of the one-year goals and objectives:
   a. Describe the accomplishments in attaining the goals and objectives for the reporting period.
   b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.
   c. If applicable, explain why progress was not made towards meeting the goals and objectives.

2. Describe the manner in which the recipient would change its program as a result of its experiences.

3. Affirmatively Furthering Fair Housing:
   a. Provide a summary of impediments to fair housing choice.
   b. Identify actions taken to overcome effects of impediments identified.

4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.

5. Leveraging Resources
   a. Identify progress in obtaining "other" public and private resources to address needs.
   b. How Federal resources from HUD leveraged other public and private resources.
   c. How matching requirements were satisfied.

Program Year 5 CAPER General Questions response:

City of Jarrell, City Sewer System
FY04 $100,000
FY05 $234,332
FY06 $290,000
FY07 $146,181
Accomplishments: Forty connections have been accomplished to date to households that have been identified as income qualified. Income documentation is submitted to the Williamson County CDBG office for review and approval prior to CDBG payment.
CDBG funds utilized: $447,012.63
Progress: On October 28, 2008, the Texas Water Development Board considered and approved a request from the City of Jarrell for a loan in the amount of $1,520,000 from the Clean Water State Revolving – Disadvantaged Communities Program to finance wastewater system improvements. This supporting effort will provide the additional funds required to complete the wastewater system.

Monies spent to date were used for engineering costs and activity delivery costs and for household connections.

Northridge Acres, Water Supply Project
FY05 $150,000
Accomplishments: Thirty-nine household connections were made utilizing CDBG funds.
CDBG funds utilized: $150,000
Progress: Public water lines and private water lines have been installed.

This is the final time that the Northridge Acres Water Supply Project will be reported in the annual CAPER.

City of Liberty Hill, Old Town Sewer System
FY04 $125,000
FY05 $125,000
FY06 $200,000
FY07 $125,805

FY08 $250,000
Accomplishments: Forty-five connections have been accomplished to date. Income source documentation has been submitted to and approved by the Williamson County CDBG office. Engineering for the project has been completed.
CDBG funds utilized: $500,158
Progress: The Texas Water Development Board reviewed and approved the construction documents and allowed the City to proceed. Construction start date was February 2009. Contractor has 330 days for final completion. Funds utilized to date have been for engineering and planning and connections of income qualified households.

City of Taylor, Dickey Street Drainage Project (Phase III and IV)
FY07 $100,000
FY08 $300,000
Accomplishments: Construction is complete.
CDBG funds utilized: $400,000
Progress: Construction is complete alleviating flooding of homes.

This is the final time that the City of Taylor Dickey Street Drainage Project will be reported in the annual CAPER.

Habitat for Humanity of Greater Georgetown, Old Mill Village
FY04 $95,000
Accomplishments: Five homes were completed in February 2007. Three homes were completed in December 2007. Additionally, one home was completed in May 2008, one home was completed in April 2008, two homes were completed in June 2008, two homes were completed in December 2008 and one home was completed in August 2009. All CDBG funds have been expended for the infrastructure for twenty homes. A $100,000 (portion of value of donated land) has been associated with this project.
CDBG funds utilized: $95,000
Progress: Five homes remain to be constructed.

City of Georgetown, Leander and 22nd Street Improvements
FY06 $50,000
FY07 $250,000
FY08 $179,595
Accomplishments: Original project is completed.
CDBG funds utilized: $400,552.96
Progress: The project came in under budget therefore additional sidewalks will be installed and additional drainage problems will be corrected. Expaning the original project.

Williamson County Mobile Outreach Team, Social Service
FY06 $79,266
FY07 $79,194
FY08 $79,000
Accomplishments: The team has assisted 106 low income verified clients between October 2008 and May 2009.
CDBG funds utilized: $64,821.49
Progress: A review and modification of the billing method is underway to improve the timely billing and utilization of funds. The MOT agreement with the CDBG office

covers March through February of each year. Dollar amounts and accomplishments reported are for 2008 fiscal year.

City of Georgetown, FM 1460
FY08 $120,000
Accomplishments: Received approval for Georgetown Railroad for the sidewalk to cross the railroad tracks. Awaiting approval from the Texas Department of Transportation to place the sidewalk in the FM1460 right of way.
CDBG funds utilized: $10,000
Progress: Construction to begin once approvals are received.

United Seniors of Taylor, Senior Center
FY08 $33,000
Accomplishments: Renovation of Senior Center is complete. Specifically, rehab of the kitchen, recreation and registration areas, restrooms and parking lot. Improved handicapped accessibility.
CDBG funds utilized: $33,000
Progress: Construction is complete.

This is the final time that the United Seniors of Taylor Senior Center Project will be reported in the annual CAPER.

City of Jarrell, Water Project
FY08 $450,000
Accomplishments: City is completing a City Water Plan.
CDBG funds utilized: $7000
Progress: Plan is underway.

Georgetown Housing Authority, Sierra Ridge Project
FY06 $168,314
FY07 $150,000
The Housing Authoirty Sierra Ridge Project utilized $318,314 allocated CDBG funds for the planning and engineering of the project. The project has since been terminated and will not come fruition. Due to the termination, the project is now ineligible and was identified as a finding during the 2009 HUD monitoring. The County is required to repay the funds to HUD and will finalize an agreement with the Housing Authority for repayment. To date, the Housing Authority has made a repayment of $159,000. Repayments from the County to HUD will be reallocated to eligible projects during the FY10 process.

Changes in program as a result of experiences:
To improve the efficiency of the Williamson County CDBG program, the Grants Coordinator is continuously updating documents such as applications, scoring matrix, and income verification documents. The subrecipient binder that has been used by the Grants Coordinator has proven to be effective in assisting cities and organizations manage their projects.

The County will attempt, whenever possible, to avoid paying up front costs in an effort to circumvent the potential of projects not coming to fruition and therefore expenditures becoming ineligible under CDBG regulations.

Possible impediments to fair housing choice are identified as:
☐ A lack of coordination of housing services in the County.

☐ Possible discrimination towards minority homebuyers and renters.
☐ Developers having little motivation to build affordable housing due to cost prohibitive barriers for construction.
☐ Preconceptions of minority borrowers regarding borrowing money.

The Grants Coordinator works with local agencies in an effort to better coordinate services available to County citizens. The County supports programs that have anti-discrimination policies in place. The County also supports organizations such as Habitat for Humanity of Williamson County, the Round Rock Area Serving Center, the Capital Area Finance Corporation, the Caring Place and the Georgetown Housing Authority in order to combat possible impediments to fair housing. These organizations provide services such as affordable housing, assistance with transitional housing, provide financial assistance for utilities and rents, temporary housing, and down payment assistance.

Action taken to address obstacles to meeting underserved needs:

During FY08, the County utilized County Public Assistance Funding to support the following organizations.
☐ Stonehaven Senior Center
☐ Combined Community Action
☐ Round Rock Volunteer Center
☐ Round Rock Area Serving Center
☐ Capital IDEA
☐ The Georgetown Project
☐ Bluebonnet Trails MHMR Center
☐ Bluebonnet Trails CMHMRC Pride
☐ Capital Area Rural Transportation Systems
☐ Children's Support Coalition
☐ Habitat for Humanity of Williamson County
☐ Literacy Council of Williamson County
☐ Williamson County Children's Advocacy Center
☐ Williamson-Burnet County Opportunities
☐ Williamson County Crisis Center
☐ Assistance League of Georgetown Area
☐ Life Steps
☐ HOPE Pregnancy Center of Hutto
☐ AGAPE
☐ The Georgetown Project
☐ Faith in Action Caregivers
☐ Leander Senior Center
☐ United Seniors of Taylor
☐ Pregnancy Help Center

These programs support the elderly and/or low-mod residents of the County and provide a variety of services.

Leveraging Resources:

City of Jarrell, Sewer Project: Total leverage amount of $536,181 of City funds. The project has an additional leverage amount of $1,520,000 issued from a grant through the Texas Water Development Board.

Northridge Acres: FY05 leverage amount of $500,000 has been utilized.

City of Liberty Hill, Sewer Project: Total leverage amount of $850,805 from City funds.

City of Taylor, Dickey Street Project Phase III and IV): Project has a total leverage amount of $122,500.

Habitat for Humanity of Greater Georgetown, Old Mill Project: A leveraged amount of $100,000 has been documented through a land donation provided to the organization for the 20 new homes that are to be built. The program also acquired a SHOP grant in the amount of $100,000 to be partially used for this project.

City of Georgetown, Leander and 22nd Street Improvements: Leverage amount of $45,000 of City funds.

City of Georgetown, FM 1460: Leverage amount of $15, 000 of City funds.

City of Jarrell, Water Project: Leverage amount of $13, 000 of City funds.

United Seniors of Taylor: Leveragae amount of $16, 200.

There are no matching requirements applied to CDBG funds. However, the County makes every effort to ensure that the funds are being used efficiently and that other funding sources are sought out.

## Managing the Process

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

Program Year 5 CAPER Managing the Process response:
The Grants Coordinator has corresponded with representatives of each project to ensure compliance. Each project is required to submit monthly progress reports that are reviewed to certify that projects are progressing. These reports are also used in an effort to communicate any current obstacles or predict any future obstacles. These reports have proven to be very effective in ensuring that goals outlined in the Annual Action Plan are met.

The Grants Coordinator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Grants Coordinator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Grants Coordinator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently.

The County was on a timeliness workout plan to address the fact that CDBG funds were not being spent expeditiously. The following are reasons for the lack of timeliness:

1) Projects needed governmental agencies review and approval. Because most projects are infrastructure, approval is required from agencies such as the Texas Water Development Board, Environmental Protection Agency, and Texas Water Commission.
2) Delays occurred due to problems with accessing income data and easements.
3) Some projects requested funds for construction but were still in the planning and engineering stages of the project. Delays in this stage caused delays in construction.

Williamson County met the timeliness ratio set forth by HUD. The County is working with projects to ensure that funds are utilized in a timely manner.

## Citizen Participation

1. Provide a summary of citizen comments.

2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 5 CAPER Citizen Participation response:
The comment period for this document was December 4 – December 18, 2009. No comments have been received.

## Institutional Structure

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

Program Year 5 CAPER Institutional Structure response:
The County continually works with organizations and cities to gain better knowledge of needs in the County. Collaborative projects are strongly encouraged as to promote and enhance coordination.

## Monitoring

1. Describe how and the frequency with which you monitored your activities.

2. Describe the results of your monitoring including any improvements.

3. Self Evaluation
    a. Describe the effect programs have in solving neighborhood and community problems.
    b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.
    c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.
    d. Indicate any activities falling behind schedule.
    e. Describe how activities and strategies made an impact on identified needs.
    f. Identify indicators that would best describe the results.
    g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.
    h. Identify whether major goals are on target and discuss reasons for those that are not on target.
    i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

Program Year 5 CAPER Monitoring response:
1. The Grants Coordinator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Grants Coordinator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects. The Mobile Outreach Team was monitored on March 2, 2009. Documents were well organized and complete. A suggestion was made to include HUD income guidelines by year in each binder containing income documents.

2. Meeting with representatives from the projects ensures that regulations are being followed. Review of income documents for the City of Libery Hill sewer project, the City of Jarrell sewer project, and the Northridge Acres water project has allowed for a thorough assessment of documents and the data included in those documents. Doing so has allowed for a concise pool of income eligible residents who will receive waste water and water connections.

The Williamson County Mobile Outreach Team was monitored on March 2, 2009. A review of client files and documentation was conducted to ensure that adequate income data was being collected to support CDBG payments. One suggestion was made to include the HUD income guielines in each binder for easier verification of income limits.

During the HUD monitoring conducted in July 2009, the Georgetown Housing Authority Sierra Ridge Project was not progressing as planned and was identified as a finding in the Williamson County CDBG monitoring report. The project utilized $318,314 of CDBG funds. The County is now required to repay these funds to the Williamson County CDBG line of credit and will reallocate to other eligible projects.

All projects receive a subrecipient binder that entails HUD guidance, County forms, labor forms and Davis Bacon info, and information on how to access funds. The binder has proven to provide valuable guidance to subrecipients and is a good reference tool for both the subrecipients and the Grants Coordinator.

3a. The Habitat for Humanity of Greater Georgetown Old Mill Village project completed five homes in February 2007, three homes in December 2007, six homes 2008 and one home in 2009. The City of Georgetown is utilizing CDBG funds to install curbs and sidewalks in this same area. The Jarrell City Sewer System project will replace individual septic systems that could potentially cause health related issues in a low and moderate income area of town. Liberty Hill is also utilizing CDBG funds to improve the sewer system by replacing failing and non-operational septic systems with a city sewer system. The Northridge Acres Project has provided clean water to residents of the neighborhood. The Mobile Outreach Team has used CDBG funds to increase the number of clients they serve.

3b. The CDBG projects are meeting the priority of infrastructure identified in the Williamson County Consolidated Plan. Projects are providing permanent homes to low income residents which was also identified as a County need. Habitat of Williamson County is working toward accomplishing this priority.

3c. The County provides descent housing for its low-mod income residents through the use of its cities' housing authorities. The County supports the Capital Area Housing Finance Corporation on projects that provide assistance toward home ownership and/or rental assistance for low income households. The County supports Habitat for Humanity of Williamson County which provides affordable homes for local residents.

The County supports the Capital IDEA organization which provides services such as childcare and education to a specified number of low-income residents. These services are used to ensure success in training/education so that participants may move out of poverty and enter the high-skill workforce in two to three years.

3d. The Housing Authoirty Sierra Ridge Project utilized $318,314 allocated CDBG funds for the planning and engineering of the project. The project has since been terminated and will not come fruition. Due to the termination, the project is now ineligible and was identified as a finding during the 2009 HUD monitoring. The County is required to repay the funds to HUD and will finalize an agreement with the Housing Authority for repayment. To date, the Housing Authority has made a repayment of $159,000. Repayments from the County to HUD will be reallocated to eligible projects during the FY10 process.

The Mobile Outreach Team was awarded $79,000 to be utilized to assist low-income residents of Williamson County. The social service project required the development of new reporting documents that met HUD regulations. The Grants Coordinator is continuallly working with the Mobile Outreach Team Director to develop a plan to utilize the funds and identify income eligible clients.

3e. The needs identified in the FY05-09 Consolidated Plan were improvement of infrastructure followed by providing affordable housing. The projects funded and active during this reporting period have provided flood relief, water connections, affordable housing, and are in the process of providing functional sewage and wastewater services.

3f. The Georgetown Old Mill Project has provided sidewalks and drainage for the Habitat community of Old Mill located in Georgetown. There are currently fifteen Habitat homes completed in the area assisting 66 residents.

3g. As the Williamson County CDBG program continues to expand its projects, the program has experienced some obstacles. The County successfully completed a timeliness workout plan and is now working to ensure that CDBG funds are utilized in a timely manner.

Timeliness issues are due to delay in projects and funds

3h. Major goals of the CDBG program on are target for completion.

3i. The County will ensure that projects are ready to begin utilizing funds once they are made available in an effort to avoid any further timeliness issues. Also, when possible, the County will avoid paying upfront costs to projects. This will not only assist with the timeliness but also ensure that CDBG expenditures remain eligible.

### Lead-based Paint

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

Program Year 5 CAPER Lead-based Paint response:
No actions were taken.

## HOUSING

### Housing Needs

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe Actions taken during the last year to foster and maintain affordable housing.

Program Year 5 CAPER Housing Needs response:
The County awarded social assistance general funds to Habitat for Humanity of Williamson County. These funds assist the agency with providing affordable homes for low-income residents.

Habitat Georgetown received FY04 CDBG funds to provide infrastructure of the new residential area of Old Mill Village. To date, fifteen homes have been completed.

### Specific Housing Objectives

1. Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.

2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.

3. Describe efforts to address "worst-case" housing needs and housing needs of persons with disabilities.

Program Year 5 CAPER Specific Housing Objectives response:
Fifteen Williamson County Habitat homes have been completed in the Old Mill area of Georgetown assisting 66 residents.

The County supports the Capital Area Finance Corporation which assists low-income individuals and families with first time purchases of homes.

## Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

Program Year 5 CAPER Public Housing Strategy response:
The Grants Coordinator plans to improve the public housing and resident initiatives by attempting to coordinate efforts of the County's Housing Authorities and public services available to low-income residents. Issues such as population growth, lack of centralized information availability, and lack of available funding are issues that will be addressed.

## Barriers to Affordable Housing

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

Program Year 5 CAPER Barriers to Affordable Housing response:
The lack of available affordable housing is a significant barrier in Williamson County. Considerable waiting lists are in place for those who are seeking assistance. The County supports organizations that will assist in alleviating this issue.

Affordability is another barrier that low-income residents face. The County supports numerous organizations in an effort to achieve the objective described as financial assistance. These organizations support low income residents with utilities, rent, food, shelter, as well as health care, counseling and social assistance.

## HOME/ American Dream Down Payment Initiative (ADDI)

1. Assessment of Relationship of HOME Funds to Goals and Objectives
   a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.

2. HOME Match Report
   a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.

3. HOME MBE and WBE Report
   a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

4. Assessments
   a. Detail results of on-site inspections of rental housing.
   b. Describe the HOME jurisdiction's affirmative marketing actions.
   c. Describe outreach to minority and women owned businesses.

Program Year 5 CAPER HOME/ADDI response:
Williamson County does not receive ADDI funds.

# HOMELESS

## Homeless Needs

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Identify actions taken to address needs of homeless persons.

2. Identify actions to help homeless persons make the transition to permanent housing and independent living.

3. Identify new Federal resources obtained from Homeless SuperNOFA.

Program Year 5 CAPER Homeless Needs response:
The County supports Capital Idea which trains residents of Williamson County in skills that will prepare them to move out of poverty and enter the high-skill workforce.

The County also supports the San Gabriel Crisis Service Center which is a 24-hour, community-based respite center that is available to individuals that are experiencing a severe crisis, but are not at risk of harm to themselves or others. The primary objective of the crisis respite center is to stabilize and resolve a crisis situation before it escalates to the point of requiring an in-patient hospitalization or involvement in the criminal justice system. Crisis respite treatment involves hourly or 24-hour care that is usually short-term and offered to individuals who are at risk of psychiatric crises due to a housing challenge and/or severe stressors in the family.

At this time, Williamson County has not received any new federal resources obtained from Homeless SuperNOFA.

## Specific Homeless Prevention Elements

1. Identify actions taken to prevent homelessness.

Program Year 5 CAPER Specific Housing Prevention Elements response:
The County consistently supports organizations that better the lives of its residents. The Georgetown Community Service Center assists homeless clients with transitional housing. The Round Rock Area Serving Center and Habitat for Humanity of Williamson County also utilize County Public Assistance funds (general funds) to assist Williamson County residents with transitional housing and affordable permanent housing respectively.

## Emergency Shelter Grants (ESG)

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).
2. Assessment of Relationship of ESG Funds to Goals and Objectives
   a. Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.
   b. Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.

3. Matching Resources
   a. Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.

4. State Method of Distribution
   a. States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.

5. Activity and Beneficiary Data
   a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also describe any problems in collecting, reporting, and evaluating the reliability of this information.
   b. Homeless Discharge Coordination
      i. As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.
   c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.

Program Year 5 CAPER ESG response:
Williamson County does not receive ESG funds.

# COMMUNITY DEVELOPMENT

## Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
   a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
   b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
   c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.

2. Changes in Program Objectives
   a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.

3. Assessment of Efforts in Carrying Out Planned Actions
   a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
   b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.
   c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.

4. For Funds Not Used for National Objectives
   a. Indicate how use of CDBG funds did not meet national objectives.
   b. Indicate how did not comply with overall benefit certification.

5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property
   a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.
   b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.
   c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.

6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons
   a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.

b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.
c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.

7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit
   a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.

8. Program income received
   a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
   b. Detail the amount repaid on each float-funded activity.
   c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
   d. Detail the amount of income received from the sale of property by parcel.

9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
   a. The activity name and number as shown in IDIS;
   b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
   c. The amount returned to line-of-credit or program account; and
   d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.

10. Loans and other receivables
   a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
   b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
   c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
   d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
   e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.

11. Lump sum agreements
   a. Provide the name of the financial institution.
   b. Provide the date the funds were deposited.
   c. Provide the date the use of funds commenced.

d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
    a. Identify the type of program and number of projects/units completed for each program.
    b. Provide the total CDBG funds involved in the program.
    c. Detail other public and private funds involved in the project.

13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
    a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

Program Year 5 CAPER Community Development response:
1. The Consolidated Plan identifies infrastructure projects and public facilities as Williamson County's top priorities. The County allocated $1,299,595 of FY08 CDBG funds to be used in five infrastructure projects, $79,000 to one public service project, and $33,000 to one public facility. Projects are in progress and on track to meet the goals originally set. To date, no program objectives have been changed. All funds awarded and utilized by projects are for low income residents of the County.

Habitat for Humanity was awarded FY04 funds for the infrastructure of 20 affordable homes. To date, 15 homes have been completed.

The Grants Coordinator maintains open communication with all subrecipients and makes any and all records available to the subrecipients and to the public.
2. The Georgetown Housing Authority Sierra Ridge Project was identified as a finding during the HUD monitoring of Williamson County. The County is required to reapy CDBG funds utilized by this project and will reallocate the funds to eligible projects.
3. All planned actions were pursued over the FY08 program year. Projects that were delayed are continually being monitored to ensure progress.

All projects submit documentation that is consistent with Williamson County CDBG policies which reflect federal regulations and guidelines.

Williamson County uses the Consolidated Plan as a guide in implementing projects that utilize CDBG funding. There was no action or willful inaction to hinder the implementation of the Consolidated Plan.
4. All funds were used to meet a national objective.
5. No projects involved acquisition, rehabilitation, or demolition of occupied real property.
6. No projects involved economic development activities.
7. The Mobile Outreach Team identified clients by completing income verification documentation and submitting compiled information to the Grants Coordinator for review. The Grants Coordinator then confirms that 47% (Williamson County is an exception grantee) of those served are low-mod.
8. No program income was generated with CDBG funds.

9. The expenditures associated with the Georgetown Housing Authority Sierra Ridge project were deemed disallowable and must be repaid by Williamson County.
10. No loans were granted during this reporting period.
11. No lump sum agreements were made during this reporting period.
12. There were no housing rehab projects during this reporting period.
13. Williamson County does not have a HUD-approved neighborhood revitalization strategy.

### Antipoverty Strategy

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

Program Year 5 CAPER Antipoverty Strategy response:
Organizations such as the Round Rock Area Serving Center provide assistance to low-income residents of the County by offering food vouchers, Fresh Food for Families program, coordinate the Coats for Kids program and provide financial assistance for utilities, rents, prescriptions, temporary lodging and gasoline. Capital Idea provides services to ensure that County residents succeed in training so that they may move out of poverty and enter the high-skill workforce. The Literacy Council of Williamson County provides services such as turtoring in English as a second language, basic literacy and GED preparation to adults throughout the County. These projects have been supported by the County during FY08.

## NON-HOMELESS SPECIAL NEEDS

### Non-homeless Special Needs

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

Program Year 5 CAPER Non-homeless Special Needs response:
The County identified the following as populations that necessitate assistance with transitional and affordable housing: elderly, veterans, chronic substance abusers, persons with mental illness, persons with dual-diagnosis, and persons with HIV/AIDS. The County advocates and lobbies for state assistance and to develop partnerships with the state, hospitals, nonprofits, etc. to increase transportation and and affordable housing especially for chronic substance abusers, persons with mental illness, and persons with dual-diagnosis.

### Specific HOPWA Objectives

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Overall Assessment of Relationship of HOPWA Funds to Goals and Objectives
   Grantees should demonstrate through the CAPER and related IDIS reports the

progress they are making at accomplishing identified goals and objectives with HOPWA funding. Grantees should demonstrate:

a. That progress is being made toward meeting the HOPWA goal for providing affordable housing using HOPWA funds and other resources for persons with HIV/AIDS and their families through a comprehensive community plan;
b. That community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;
c. That community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;
d. That through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
e. That community strategies produce and support actual units of housing for persons living with HIV/AIDS; and finally,
f. That community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.

2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
    a. Grantee Narrative
        i. Grantee and Community Overview
            (1) A brief description of your organization, the area of service, the name of each project sponsor and a broad overview of the range/type of housing activities and related services
            (2) How grant management oversight of project sponsor activities is conducted and how project sponsors are selected
            (3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS
            (4) A brief description of the planning and public consultations involved in the use of HOPWA funds including reference to any appropriate planning document or advisory body
            (5) What other resources were used in conjunction with HOPWA funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
            (6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White CARE Act planning bodies, AIDS Drug Assistance Programs, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.

        ii. Project Accomplishment Overview
            (1) A brief summary of all housing activities broken down by three types: emergency or short-term rent, mortgage or utility payments to prevent homelessness; rental assistance; facility based housing, including development cost, operating cost for those facilities and community residences

(2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds
(3) A brief description of any unique supportive service or other service delivery models or efforts
(4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.

iii. Barriers or Trends Overview
(1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement
(2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS, and
(3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next 5-10 years

b. Accomplishment Data
i. Completion of CAPER Performance Chart 1 of Actual Performance in the provision of housing (Table II-1 to be submitted with CAPER).
ii. Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions (Table II-2 to be submitted with CAPER).

Program Year 5 CAPER Specific HOPWA Objectives response:
Williamson County does not receive HOPWA funds.

## OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

Program Year 5 CAPER Other Narrative response:

Ballot nominating candidates for Board of Diretors of Wiliamson Central Appraisal District

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Peggy Vasquez, County Judge |
| Department: | County Judge |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and take appropriate action regarding nomination of candidates for Williamson Central Appraisal District Board of Directors.

Background

See attached.

Fiscal Impact

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

Attachments

Link: Official Ballot Williamson Central Appraisal District

Form Routing/Status

| | |
|---|---|
| Form Started By: Peggy Vasquez | Started On: 11/19/2009 04:50 PM |
| Final Approval Date: 11/24/2009 | |

***Williamson Central Appraisal District***
625 F.M. 1460
Georgetown, Texas 78626
Phone: (512) 930-3787
Fax: (512) 930-0391

October 28, 2009

Dan A. Gattis, Sr., County Judge
Williamson County
710 S. Main St. Suite 101
Georgetown,Texas 78626-5701

Dear Judge Gattis:

Enclosed is the official ballot listing all nominees timely submitted for the Board of Directors for the Williamson Central Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code.

According to Section 6.03 of the Texas Property Tax Code each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser before December 15, 2009.

If you have any questions, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

ARL/cam

Enclosures

Board of Directors Harry Gibbs, Chairman
Brig Mireles, Vice-Chairman
Robert Tagge, Secretary
Deborah Hunt
Don Paull

Chief Appraiser Alvin Lankford
alvinl@wcad.org

# Williamson Central Appraisal District

## Board of Directors Nominees

## Official Ballot 2009

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates name.

ENTITY Williamson County NUMBER OF VOTES 1125

GIBBS, HARRY _____

HUNT, DEBORAH _____

MIRELES, BRIG _____

TAGGE, ROBERT _____

TEMPLETON, RICHARD _____

ATTEST:

_____
Signature

_____
Date

Bluebonnet Trails MHMR FY 2010 Interlocal Cooperation Agreement

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Bluebonnet Trails MHMR Interlocal Cooperation Agreement for screening and counseling services provided to Academy and Detention youth.

Background

Annual MHMR screening and determination of counseling services provided to Academy and Detention youth through the Interlocal Cooperation Agreement.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\MHMR.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:29 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:22 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 02:16 PM

Final Approval Date: 11/24/2009

THE STATE OF TEXAS Form No. 005

COUNTY OF WILLIAMSON_____.

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the agencies shown below as to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

**I. AGREEING PARTIES:**

The Receiving Agency: Williamson County Juvenile Services

The Performing Agency: Bluebonnet Trails Community Mental Health and Mental Retardation center.

**II. STATEMENT OF SERVICES TO BE PERFORMED:** Screening and eligibility determination for Bluebonnet trails MHMR and counseling services provided to children and adolescents in the Academy and detention center through the LPC position assigned by Bluebonnet Trails MHMR. Mental Health provided to employees of Williamson County.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS: Both parties agree to twenty six thousand d seventy nine dollars ($26,979) per Agreement year.**

**IV. INTERLOCAL AMOUNT: $26,979**

The total amount t of this Agreement shall not exceed: $26,979

**VI. PAYMENT FOR SERVICES:**

**Payment for service performed shall be invoiced on a Quarterly basis for the duration of this Agreement.**

Invoice information may be sent electronically directly to the Accounting Department of Bluebonnet Trails.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts from which the expenditures of that character were originally made.

**VII. TERMS OF AGREEMENT:**

This Agreement is to begin October **1, 2009** and shall terminate when either party chooses to discontinue this service Agreement within **30** day of written notice.

**VIII. STATUTORY REQUIREMENTS:**

If this Agreement is funded in whole or in part with federal funds, Performing Agency must comply with all federal it not limited to the Uniform Agreement and Grant Management Act, Texas Government Code, Chapter 783.

**THE UNDERSIGNED AGREEING PARTIES** do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposal arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials agreed to are not required by Section 21 of Article 16 of the Constitution of Texas.

**RECEIVING AGENCY AND ITS AGENT** further certify that it has the authority to perform the services granted in

The Texas Health and Safety Code, Chapter 534.

**PERFORMING AGENCY AND ITS AGENT** further certify that it has the authority to perform the services granted in

The Texas Health and Safety Code, Chapter 534.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**RECEIVING AGENCY**
WILLIAMSON COUNTY
JUVENILE SERVICES

WILLIAMSON COUNTY, TEXAS

Title:
Williamson County Judge

Date: _____

**PERFORMING AGENCY**
BLUE BONNET TRAILS MHMR

Andrea Richardson

Title: Executive Director
Bluebonnet Trails CMHMRC

Date: 10/22/09

As Authorized by Williamson County Commissioners Court

THE STATE OF TEXAS Form No. 005

COUNTY OF WILLIAMSON_____.

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the agencies shown below as to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

**I. AGREEING PARTIES:**

The Receiving Agency: Williamson County Juvenile Services

The Performing Agency: Bluebonnet Trails Community Mental Health and Mental Retardation center.

**II. STATEMENT OF SERVICES TO BE PERFORMED:** Screening and eligibility determination for Bluebonnet trails MHMR and counseling services provided to children and adolescents in the Academy and detention center through the LPC position assigned by Bluebonnet Trails MHMR. Mental Health provided to employees of Williamson County.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS: Both parties agree to twenty six thousand d seventy nine dollars ($26,979) per Agreement year.**

**IV. INTERLOCAL AMOUNT: $26,979**

The total amount t of this Agreement shall not exceed: $26,979

**VI. PAYMENT FOR SERVICES:**

**Payment for service performed shall be invoiced on a Quarterly basis for the duration of this Agreement.**

Invoice information may be sent electronically directly to the Accounting Department of Bluebonnet Trails.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts from which the expenditures of that character were originally made.

**VII. TERMS OF AGREEMENT:**

This Agreement is to begin October **1, 2009** and shall terminate when either party chooses to discontinue this service Agreement within **30** day of written notice.

**VIII. STATUTORY REQUIREMENTS:**

If this Agreement is funded in whole or in part with federal funds, Performing Agency must comply with all federal it not limited to the Uniform Agreement and Grant Management Act, Texas Government Code, Chapter 783.

**THE UNDERSIGNED AGREEING PARTIES** do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposal arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials agreed to are not required by Section 21 of Article 16 of the Constitution of Texas.

**RECEIVING AGENCY AND ITS AGENT** further certify that it has the authority to perform the services granted in

The Texas Health and Safety Code, Chapter 534.

**PERFORMING AGENCY AND ITS AGENT** further certify that it has the authority to perform the services granted in

The Texas Health and Safety Code, Chapter 534.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

| **RECEIVING AGENCY**<br>WILLIAMSON COUNTY<br>JUVENILE SERVICES | **PERFORMING AGENCY**<br>BLUE BONNET TRAILS MHMR |
|---|---|
| WILLIAMSON COUNTY, TEXAS | Andrea Richardson |
| Title:<br>Williamson County Judge | Title: Executive Director<br>Bluebonnet Trails CMHMRC |
| Date: | Date: 10/22/09 |

As Authorized by Williamson County Commissioners Court

Shoal Creek Counseling FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Shoal Creek Counseling Interlocal Cooperation Agreement for counseling and psycho-educational services for probation youth.

Background

Annual Interlocal Cooperation Agreement with Shoal Creek to provide counseling and psycho-educational services for probation youth

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Shoal Creek Counseling.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:23 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 02:36 PM

Final Approval Date: 11/24/2009

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SHOAL CREEK COUNSELING, P.L.L.C.
COUNSELING SERVICES AGREEMENT

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Shoal Creek Counseling, P.L.L.C., a Texas Professional Limited Liability corporation located at 8307 Shoal Creek Blvd., Austin, TX 78757 ("Service Provider").

## ARTICLE I
## PURPOSE

1.01 The purpose of this Agreement is to contract for counseling and psycho-educational services with Service Provider.

## ARTICLE II
## TERM

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2009, and ending September 30, 2010. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

## ARTICLE III
## SERVICES

3.01 Service Provider will perform the following services:

Chaperon/ External Support Training for family of juvenile sex offenders;
Chaperon /External Support Training for family members of juvenile offenders;
Anger Management (12 week course);
Individual Counseling with juveniles, and with family members as needed.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Teaching Chaperon Training Curriculum to families both in a group setting and individualized training setting.
2. Assistance in creating Safety Plans to increase Social Support of Juvenile Offenders.

B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures:

1. Meeting specific quotas on numbers of clients served under this contract.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1 Evaluation of programming by probation officer.
2. Evaluation of programming by Therapist.
3. Evaluation of programming by families and/or clients.

4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

## ARTICLE V
## COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider:

| | |
|---|---|
| Chaperon/External Support Training (Specialized for one family) | $250.00 |
| Chaperon/External Support Training in Group format | $85 per person |
| Individual Counseling Sessions | $80.00 -1 hour |
| Anger Management Program (Group) | $35.00 per group |

5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)

5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial

compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.

5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

## ARTICLE VI
## EXAMINATION AND RETENTION OF RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

## ARTICLE VII
## CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VIII
## DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

## ARTICLE IX
## DISCLOSURE OF INFORMATON

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## ARTICLE X
## EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

## ARTICLE XI
## ASSIGNMENT & SUBCONTRACT

11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

## ARTICLE XII
## OFFICIALS NOT TO BENEFIT

12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE XIII
## DEFAULT

13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

## ARTICLE XIV
## TERMINATION

14.01 This Agreement may be terminated:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

## ARTICLE XV
## WAIVER OF SUBROGATION

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

## ARTICLE XVI
## INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

## ARTICLE XVII
## SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

## ARTICLE XVIII
## REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XIX
## TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

## ARTICLE XX
## VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

## ARTICLE XXI
## ADDITIONAL TERMS

21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.

21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

BY: _____
Williamson County Judge Dan Gattis

Date: _____
As Authorized by Williamson County
Commissioners Court

**SHOAL CREEK COUNSELING, P.L.L.C.**

BY: _____
Shelley Graham, Ph.D., LPC, LSOTP

Drug/Alcohol Prevention Counseling FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Drug and Alcohol Prevention Counseling Services to provide Parent Enrichment Group Series to court ordered probation youth, caregivers and parents.

Background

Annual Drug and Alcohol Prevention Counseling Services providing Parent Enrichment Group Series to court ordered probation youth, caregivers and parents through the Interlocal Cooperation Agreement.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Mohr Counseling.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:23 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 02:50 PM

Final Approval Date: 11/24/2009

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**DRUG AND ALCOHOL PREVENTION COUNSELING**

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Michael Mohr, LCDC and Suzanne Mohr, LCDC, Drug and Alcohol Counseling Services, a Texas corporation located at 2016 Burnie Bishop Place, Cedar Park, Texas 78613 ("Service Provider").
Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide Parent Enrichment Group Series to court ordered probation youth, caregivers and parents.

ARTICLE II
TERM

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2009, and ending September 30, 2010. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III
SERVICES

3.01 Service Provider will perform the following services: Series of six (6) 90 minute sessions at a rate of $110.00 per session ($660.00 per series) with a total of four series per year. Multi-family psycho-educational and process groups focused on substance abuse prevention.

These group sessions will be conducted once a week in a group setting with caregivers. The groups are education and discussion oriented.

ARTICLE IV
EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Timeliness of generating Treatment Plan of youth
   2. Timeliness of generating monthly Progress Reports
   3. Accuracy of written reports

4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

## ARTICLE V
## COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of $110.00 per session per a series of six 90 minute sessions ($660.00 per series) with a total of four series per year.

5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)

OR

5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)

5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.

5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

## ARTICLE VI
## EXAMINATION AND RETENTION OF RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

## ARTICLE VII
## CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VIII
## DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

## ARTICLE IX
## DISCLOSURE OF INFORMATON

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## ARTICLE X
## EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

## ARTICLE XI
## ASSIGNMENT & SUBCONTRACT

11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

## ARTICLE XII
## OFFICIALS NOT TO BENEFIT

12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE XIII
## DEFAULT

13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

## ARTICLE XIV
## TERMINATION

14.01 This Agreement may be terminated:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

## ARTICLE XV
## WAIVER OF SUBROGATION

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

## ARTICLE XVI
## INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile

Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

## ARTICLE XVII
## SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

## ARTICLE XVIII
## REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XIX
## TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

## ARTICLE XX
## VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

## ARTICLE XXI
## ADDITIONAL TERMS

21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.

21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

## ARTICLE XXIV
## AMENDMENTS

24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

## ARTICLE XXV
## INDEPENDENT CONTRACTOR CLAUSE

25.01 Both parties hereto, in the performance of this contract, shall acting 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. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

BY: _____
Williamson County Judge Dan Gattis

Date: _____
As Authorized by Williamson County
Commissioners Court

**DRUG AND ALCOHOL COUNSELING SERVICES**

BY: _____
Michael Mohr, LCDC
Drug Education Awareness Educator

BY: _____
Suzanne Mohr, LCDC
Drug Education Awareness Educator

Date: 10/29/09

Psychological Services FY2010 Interlocal Cooperation Agreement

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Psychological Services to include evaluations and case consultations regarding mental health of probation youth

Background

Annual Psychological Services to include standard written psychological evaluations, biweekly case consultation, in-service training opportunities for department staff, and consultation regarding mental health program development and evaluation.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Dr Eric Frey.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:24 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray  Started On: 11/17/2009 03:02 PM

Final Approval Date: 11/24/2009

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

# PSYCHOLOGICAL SERVICES AGREEMENT

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Dr. Eric Frey, PC, 1600 West 38th Street, Austin TX 78731 ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

## ARTICLE I
## PURPOSE

1.01 The purpose of this Agreement is to provide a set of psychological services to Williamson County Juvenile Services. These services will include standard written psychological evaluations, biweekly case consultation, in-service training opportunities for department staff, and consultation regarding mental health program development and evaluation.

## ARTICLE II
## TERM

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2009, and ending September 30, 2010. Cessation of this agreement may be initiated by either party following 10 day written notice.

## ARTICLE III
## SERVICES

3.01 Service Provider will perform the following services:

Seventy (70) Psychological Evaluations that include a Standard Battery of tests plus occasional additional intelligence or personality assessments, conducted by Dr. Eric Frey and by psychological staff supervised by Dr. Frey.

Standard Battery means: (1) Intellectual Capacity (e.g., WASI, K-BIT, WISC-IV); (2) Academic Achievement (e.g., WRAT, WIAT); (3) Personality and Psychological Functioning (e.g., MACI, PAI-A, Sentence Completion, Structured Interview, and others as needed); and (4) Risk Assessment (i.e., self-harm and aggressive behavior).

Usually, the shorter version of each of these categories of testing may be administered such as the K-BIT and WRAT. Occasionally it is necessary to expand assessment to include additional intelligence or personality testing. This Contract will cover up to 12 testing referrals that require such expanded testing. Additional expanded testing sessions will be billed separately apart from this Contract.

Standard Battery does not include assessments for Fitness to Proceed, Lack of Responsibility for Conduct, and Adult Certification/Transfer. Such assessments will be billed separately, according to the compensation schedule in Section 5.01.

Twelve (12) hours emergency on-site on-call to assess mental health crisis at the request of the Executive Director or Assistant Director of Williamson County Juvenile Services.

Fifty (50) hours on-site case consultation and staffing of juvenile cases, to occur on a bi-weekly basis.

Two (2) in-service trainings (60 minute staff training sessions)

Availability to testify in juvenile court upon request by the juvenile court.

Screening and recommendations of potential psychologists for additional testing not covered under this contract.

Consultation regarding development of mental health services, programs, and resources.

Bi-monthly review of delivery of contract psychological services with Executive Director, Assistant Director, or designee of Juvenile Probation.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Timeliness of generating written reports
2. Accuracy of written reports
3. Availability for consultation

Dr. Frey and Juvenile Services Administration will meet on a regular basis, but no less than bi-monthly to evaluate performance and outcomes related to this contract.

## ARTICLE V
## COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider:

70 Standard Psychological Evaluations.....$31,500.00 ($450 per evaluation)
50 hours bi-monthly on-site case consultation.....$3,300.00 (25 2-hour meetings)
All other services listed in 3.01.....No charge.
**TOTAL COST: ..... $34,800.00 to be invoiced at $2900.00/ monthly**

Any services provided in addition to the above-contracted services, such as additional Standard Battery tests, Adult Certification (Transfer) assessments, and Fitness to Proceed assessments, will be individually billed as follows:

Additional Standard Battery evaluations (after the first 70 annually)..... $450 each
Fitness to Proceed (competency) evaluations ..... $600 each
Lack of Responsibility for Conduct evaluations ..... $600 each
Evaluation in consideration of Transfer to Adult Criminal Court..... $1200 each

5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

5.03 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.

5.04 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

## ARTICLE VI
## EXAMINATION AND RETENTION OF RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically.

6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

## ARTICLE VII
## CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VIII
## DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

## ARTICLE IX
## DISCLOSURE OF INFORMATON

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the

purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## ARTICLE X
## EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

## ARTICLE XI
## ASSIGNMENT & SUBCONTRACT

11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

## ARTICLE XII
## OFFICIALS NOT TO BENEFIT

12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE XIII
## DEFAULT

13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

## ARTICLE XIV
## TERMINATION

14.01 This Agreement may be terminated:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

## ARTICLE XV
## WAIVER OF SUBROGATION

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

## ARTICLE XVI
## INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

## ARTICLE XVII
## SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

## ARTICLE XVIII
## REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XIX
## TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

## ARTICLE XX
## VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

## ARTICLE XXI
## ADDITIONAL TERMS

21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.

21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision

shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**
**COMMISSIONERS COURT**

BY: _____
Judge Dan Gattis, County Judge
Williamson County, Texas

BY: _____
Charles M. Skaggs, Chief Probation Officer
Juvenile Probation Department
Williamson County, Texas

**DR. ERIC FREY, PC**

BY: Eric Frey, Ph.D.
Eric Frey, Ph.D., Psychologist

Central Texas Counseling FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Central Texas Counseling to provide sex offender counseling, assessment, and treatment programs to court ordered probation youth.

Background

Annual Central Texas Counseling agreement to provide sex offender counseling, assessments, and treatment programs to court probation youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Central Texas Counseling.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:24 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray  Started On: 11/17/2009 03:14 PM

Final Approval Date: 11/24/2009

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**CENTRAL TEXAS COUNSELING, LLC**

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Central Texas Counseling, LLC, a Texas corporation located at 1930 Rawhide Drive, Suite 302, Round Rock, Texas 78681 ("Service Provider").

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide sex offender counseling, sex offender assessments and a sex offender treatment program to court ordered probation youth.

ARTICLE II
TERM

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2009, and ending September 30, 2010. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III
SERVICES

3.01 Service Provider will perform the following services: Individual and Family Counseling, Sex Offender Assessments and Sex Offender Treatment Programs.

*Individual and Family Counseling:*

- $80/session
- 45 – 50 minute sessions
- Expert witness testimony is $150/hour away from practice (travel time included)
- Treatment plan submitted to supervision officer as well as monthly progress reports

*Sex Offender Assessment:*

- $800 at CTC office
  - $1,000: Expedited report (submitted within 48 hours)
- $1,500 for ADHD/ADD or learning disabled client at CTC office (these require the written test items t be read to the client by the evaluator)
  - $2,000: Expedited report (submitted within 48 hours)
- $1,000 at Detention (standard administration)
  - $1,500: Expedited report (submitted within 48 hours)
- $1,500 at Detention for ADHD/ADD or learning disabled clientele (these require the written test items to be read to the client by the evaluator)
  - $1800: Expedited report (submitted within 48 hours)

- Clinical interview with client as well as parents and/or other family members
- Minnesota Multiphasic Personality Inventory-Adolescent (MMPI-A)
- Risk Assessment
- Report will integrate all the information and be submitted to referral source
- Test results session scheduled with client and family should they wish to receive a copy of the report and if the treatment provider deems it would not be harmful to the client or their family ($60 includes copy of the report)
- Expert witness testimony is $150/hour away from practice (travel time included)

*Sex Offender Treatment Program:*

- Group sessions $40 for one and one-half hour sessions
- Individual/Family sessions $80 for 45 – 50 minute sessions
- Treatment plan submitted to supervision officer as well as monthly progress reports
- Expert witness testimony included at no charge for clients in sex offender treatment program if legal action precipitated by the State of Texas (not by the client)

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Timeliness of generating Treatment Plan of youth
   2. Timeliness of generating monthly Progress Reports
   3. Accuracy of written reports

4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

## ARTICLE V
## COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider…

*Individual and Family Counseling:*

- $80/session for 45 – 50 minute sessions

*Sex Offender Assessment:*

- $800 at CTC office
  - $1,000: Expedited report (submitted within 48 hours)
- $1,500 for ADHD/ADD or learning disabled client at CTC office (these require the written test items t be read to the client by the evaluator)

- $2,000: Expedited report (submitted within 48 hours)
- $1,000 at Detention (standard administration)
  - $1,500: Expedited report (submitted within 48 hours)
- $1,500 at Detention for ADHD/ADD or learning disabled clientele (these require the written test items to be read to the client by the evaluator)
  - $1800: Expedited report (submitted within 48 hours)

*Sex Offender Treatment Program:*

- Group sessions $40 for one and one-half hour sessions
- Individual/Family sessions $80 for 45 – 50 minute sessions

5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
OR

5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)

5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.

5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

## ARTICLE VI
## EXAMINATION AND RETENTION OF RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

## ARTICLE VII
## CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VIII
## DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

## ARTICLE IX
## DISCLOSURE OF INFORMATON

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## ARTICLE X
## EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

## ARTICLE XI
## ASSIGNMENT & SUBCONTRACT

11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

## ARTICLE XII
## OFFICIALS NOT TO BENEFIT

12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE XIII
## DEFAULT

13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

## ARTICLE XIV
## TERMINATION

14.01 This Agreement may be terminated:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

## ARTICLE XV
## WAIVER OF SUBROGATION

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

## ARTICLE XVI
## INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

## ARTICLE XVII
## SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

## ARTICLE XVIII
## REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XIX
## TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

## ARTICLE XX
## VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

## ARTICLE XXI
## ADDITIONAL TERMS

21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.

21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

## ARTICLE XXIV
## AMENDMENTS

24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

## ARTICLE XXV
## INDEPENDENT CONTRACTOR CLAUSE

25.01 Both parties hereto, in the performance of this contract, shall acting 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. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

BY: _____
Williamson County Judge Dan Gattis

Date: _____
As Authorized by Williamson County
Commissioners Court

**CENTRAL TEXAS COUNSELING, LLC**

BY: _____
Scott A. Siegel, President
1930 Rawhide Drive, Suite 302
Round Rock, Texas 78681

Pegasus Schools, Inc FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Pegasus Schools, Inc. Interlocal Cooperation Agreement for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Pegasus Schools.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:24 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 03:29 PM

Final Approval Date: 11/24/2009

# INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
## JUVENILE POST ADJUDICATION FACILITY

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Pegasus Schools, Inc., licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, Pegasus Schools, Inc., (herein referred to as the "Facility") located at 896 Robin Ranch Road, Lockhart, Texas 78644 and the mailing office of Facility located at 896 Robin Ranch Road, Lockhart, Texas 78644; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Pegasus Schools, Inc., desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

## ARTICLE I
## PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 896 Robin Ranch Road, Lockhart, Texas 78644. The business office of Service Provider is 896 Robin Ranch Road, Lockhart, Texas 78644.

## ARTICLE II
## TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III
## FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

B. Maintain a staff-to-child ratio as governed by certification standards.

C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

G. Maintain copies of the original Individualized Program Plan and the periodic reviews.

H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.

L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.

M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.

N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Ensure children complete residential placement.
   2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
   1. The total number of children placed in residential placement
   2. The total number of children who were discharged from residential placement successfully
   3. The total number of re-referrals of children discharged from placements within (6) months after release
   4. The total number of children who move down in their Level of Care
   5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
   1. Percentage of children in residential placement who will complete their placement as a successful discharge.
   2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
   3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

## ARTICLE V
## EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

## ARTICLE VI
## CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VII
## DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;

2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

3. Williamson County Juvenile Probation Department.

## ARTICLE VIII
## CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's

tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

## ARTICLE IX
## PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

## ARTICLE X
## COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $96.17 per day for each child admitted under "Moderate" Level of Care, $138.25 per day for each child admitted under "Specialized" Level of Care and $242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

Moderate

i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal

care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 896 Robin Ranch Road, Lockhart, Texas 78644 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI
## EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Pegasus Schools, Inc., both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Pegasus Schools, Inc., for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII
## PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Pegasus Schools Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Pegasus Schools, Inc., fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Pegasus Schools, Inc.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of $25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Lampasas County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

## ARTICLE XIII
## INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## ARTICLE XIV
## REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status if insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XV
## STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## ARTICLE XVI
## DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Pegasus Schools, Inc.
896 Robin Ranch Road
Lockhart, Texas 78644

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## ARTICLE XVII
## TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

## ARTICLE XVIII
## NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Pegasus Schools, Inc

Pegasus Schools, Inc
Street Address: 896 Robin Ranch Road
Lockhart, Texas 78644

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## ARTICLE XIX
## OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Pegasus Schools, Inc or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

## ARTICLE XX
## VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Lampasas County**, Texas

## ARTICLE XXI
## INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 both parties, their officers and employees may request advise, 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' 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 either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor

to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2009.

**PEGASUS SCHOOLS, INC.**

L. Brown
Tim Brown, Facility Administrator

Date: Oct-26-09

L. Brown
Authorized Representative

Date: Oct-26-09

**WILLIAMSON COUNTY, TEXAS**

_____
Williamson County Judge Dan Gattis

Date: _____
As Authorized by
Williamson County Commissioners Court

Granbury Regional Juvenile Justice FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Granbury Regional Juvenile Justice Center Interlocal Cooperation Agreement for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Granbury Regional.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:25 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 03:37 PM

Final Approval Date: 11/24/2009

# INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
## JUVENILE POST ADJUDICATION FACILITY

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center, a Texas for profit corporation, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center, operate the Granbury Regional Juvenile Justice Center (herein referred to as the "Facility") located at 1300 Crossland, Granbury, Texas 76048 and the business office of Facility located at 1300 Crossland, Granbury, Texas 76048; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Granbury Regional Juvenile Justice Center desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

## ARTICLE I
## PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 1300 Crossland, Granbury, Texas 76048.

## ARTICLE II
## TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III
## FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

B. Maintain a staff-to-child ratio as governed by certification standards.

C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

G. Maintain copies of the original Individualized Program Plan and the periodic reviews.

H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.

L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.

M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.

N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Ensure children complete residential placement.
   2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
   1. The total number of children placed in residential placement
   2. The total number of children who were discharged from residential placement successfully
   3. The total number of re-referrals of children discharged from placements within (6) months after release
   4. The total number of children who move down in their Level of Care
   5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
   1. Percentage of children in residential placement who will complete their placement as a successful discharge.
   2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
   3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

## ARTICLE V
## EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

## ARTICLE VI
## CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VII
## DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;

2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

3. Williamson County Juvenile Probation Department.

## ARTICLE VIII
## CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

## ARTICLE IX
## PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

## ARTICLE X
## COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $100 per day for each child admitted under "Moderate" Level of Care, $130 per day for each child admitted under "Specialized" Level of Care and $225 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

Moderate

i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to

severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 1300 Crossland, Granbury, Texas 76048 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI
## EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and ~~Granbury~~ Hood County both agree, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to ~~Granbury~~ Hood County for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII
## PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Granbury County Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that ~~Granbury~~ Hood County fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with ~~Granbury~~ Hood County.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of $25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of ~~Granbury~~ Hood County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

## ARTICLE XIII
## INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## ARTICLE XIV
## REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status if insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XV
## STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## ARTICLE XVI
## DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

4M Granbury Youth Services, Inc
1300 Crossland
Granbury, Texas 76048

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## ARTICLE XVII
## TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

## ARTICLE XVIII
## NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Granbury County

4M Granbury Youth Services, Inc.,
dba Granbury Regional Juvenile Justice Center
Street Address: 1300 Crossland
Granbury, Texas 76048

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## ARTICLE XIX
## OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of ~~Granbury~~ Hood County or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

## ARTICLE XX
## VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Hood County**, Texas

## ARTICLE XXI
## INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 both parties, their officers and employees may request advise, 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' 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 either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2009.

**4M GRANBURY YOUTH SERVICES, INC**

Ted Cooley, Facility Administrator

Date: 11-3-09

Authorized Representative

Date:

**WILLIAMSON COUNTY, TEXAS**

Williamson County Judge Dan Gattis

Date:
As Authorized by
Williamson County Commissioners Court

Pathways 3H Wilderness FY 2010 Interlocal Cooperation Agreement

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Pathways 3H Wilderness Program Interlocal Cooperation Agreement for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Pathways 3H.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:25 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray  Started On: 11/17/2009 03:43 PM

Final Approval Date: 11/24/2009

# INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
## JUVENILE POST ADJUDICATION FACILITY

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Pathways 3H Wilderness Program, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, Pathways 3H Wilderness Program (herein referred to as the "Facility") located at Post Office Box 230, Mountain Home, Texas 78058 and the mailing office of Facility located at Post Office Box 230, Mountain Home, Texas 78058; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Pathways 3H Wilderness Program, desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

## ARTICLE I
## PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 110 Youth Ranch Circle, Mountain Home, Texas 78058. The business office of Service Provider is 110 Youth Ranch Road, Mountain Home, Texas 78058.

## ARTICLE II
## TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III
## FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

B. Maintain a staff-to-child ratio as governed by certification standards.

C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

G. Maintain copies of the original Individualized Program Plan and the periodic reviews.

H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.

L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.

M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.

N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Ensure children complete residential placement.
   2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
   1. The total number of children placed in residential placement
   2. The total number of children who were discharged from residential placement successfully
   3. The total number of re-referrals of children discharged from placements within (6) months after release
   4. The total number of children who move down in their Level of Care
   5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
   1. Percentage of children in residential placement who will complete their placement as a successful discharge.
   2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
   3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

## ARTICLE V
## EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

## ARTICLE VI
## CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VII
## DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;

2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

3. Williamson County Juvenile Probation Department.

## ARTICLE VIII
## CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

## ARTICLE IX
## PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

## ARTICLE X
## COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $96.17 per day for each child admitted under "Moderate" Level of Care, $138.25 per day for each child admitted under "Specialized" Level of Care and $242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

Moderate

i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due

to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at Post Office Box 230, Mountain Home, Texas 78058 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI
## EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Pathways 3H Wilderness Program, both agree, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Pathways 3H Wilderness Program for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII
## PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Pathways 3H Wilderness Program Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Pathways 3H Wilderness Program fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Pathways 3H Wilderness Program.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of $25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Kerr County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

## ARTICLE XIII
## INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## ARTICLE XIV
## REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status if insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XV
## STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## ARTICLE XVI
## DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Pathways 3H Wilderness Program
Post Office Box 230
Mountain Home, Texas 78058

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## ARTICLE XVII
## TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

## ARTICLE XVIII
## NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Pathways 3H Wilderness Program

Pathways 3H Wilderness Program
Mailing Address: Post Office Box 230
Mountain Home, Texas 78058

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## ARTICLE XIX
## OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause **"OFFICIALS NOT TO BENEFIT"** into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Pathways 3H Wilderness Program or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

## ARTICLE XX
## VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Kerr County**, Texas

## ARTICLE XXI
## INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 both parties, their officers and employees may request advise, 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' 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 either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor

to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2009.

**PATHWAYS 3H WILDERNESS PROGRAM**

Facility Administrator

Date: 11/06/09

Authorized Representative

Date: 11/06/09

**WILLIAMSON COUNTY, TEXAS**

Williamson County Judge Dan Gattis

Date: _____
As Authorized by
Williamson County Commissioners Court

Rockdale Regional Juvenile Justice FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Rockdale Regional Juvenile Justice Center Interlocal Cooperation Agreement for out of county residential youth.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Rockdale Facility.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:26 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 03:49 PM

Final Approval Date: 11/24/2009

# INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
## JUVENILE POST ADJUDICATION FACILITY

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and 4M Youth Services, Inc., dba Rockdale Regional Juvenile Justice Center, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, 4M Youth Services, Inc., dba Rockdale Regional Juvenile Justice Center, operates the Rockdale Regional Juvenile Justice Center (herein referred to as the "Facility") located at 696 N. FM 487, Rockdale, Texas 76567 and the business office of Facility located at 696 N. FM 487, Rockdale, Texas 76567; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Rockdale Regional Juvenile Justice Center desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

## ARTICLE I
## PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N. FM 487, Rockdale, Texas 76567. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

## ARTICLE II
## TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III
## FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

B. Maintain a staff-to-child ratio as governed by certification standards.

C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

G. Maintain copies of the original Individualized Program Plan and the periodic reviews.

H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), and court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.

L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.

M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.

N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Ensure children complete residential placement.
   2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
   1. The total number of children placed in residential placement
   2. The total number of children who were discharged from residential placement successfully
   3. The total number of re-referrals of children discharged from placements within (6) months after release
   4. The total number of children who move down in their Level of Care
   5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
   1. Percentage of children in residential placement who will complete their placement as a successful discharge.
   2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
   3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

## ARTICLE V
## EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

## ARTICLE VI
## CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VII
## DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;

2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

3. Williamson County Juvenile Probation Department.

## ARTICLE VIII
## CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

## ARTICLE IX
## PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

## ARTICLE X
## COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $100 per day for each child admitted under "Moderate" Level of Care, $130 per day for each child admitted under "Specialized" Level of Care and $225 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

Basic Correctional

Consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

Specialized Correctional

Consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group, and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g.,

psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

Intensive Correctional

Consists of a highly specialized and structured therapeutic setting that serves a clearly identified unique population of youth (e.g., identifies range of clinical/behavioral health/mental health diagnosis, including complete DSM-IV multi-axial diagnosis). The clinical program structure and service-mix will be used to effectively manage and treat this population in a developmentally appropriate fashion. Appropriately licensed medical and mental health professionals manage and administer this intensive service model.

Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 696 N. FM 487, Rockdale, Texas 76567 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI
## EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Rockdale Regional Juvenile Justice Center both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, and psychiatric, and/or psychological treatment including medications directly to Rockdale Regional Juvenile Justice Center for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII
## PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Rockdale Regional Juvenile Justice Center Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Rockdale Regional Juvenile Justice Center fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Rockdale Regional Juvenile Justice Center.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of $25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Milam County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

## ARTICLE XIII
## INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortuous conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## ARTICLE XIV
## REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status if insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XV
## STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## ARTICLE XVI
## DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

| | |
|---|---|
| Rockdale Regional Juvenile Justice Center<br>696 N. FM 487<br>Rockdale, Texas 76567 | Williamson County<br>1821 SE Inner Loop<br>Georgetown, Texas 78626 |

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## ARTICLE XVII
## TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

## ARTICLE XVIII
## NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Rockdale

4M Youth Services, Inc.,
dba Rockdale Regional Juvenile Justice Center
Street Address: 696 N. FM 487
Rockdale, Texas 76567

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## ARTICLE XIX
## OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Rockdale Regional Juvenile Justice Center or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

## ARTICLE XX
## VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Milam County**, Texas

## ARTICLE XXI
## INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 both parties, their officers and employees may request advise, 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' 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 either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2009.

**4M YOUTH SERVICES, INC**

Tia Coleman-Garrett, Facility Administrator

Date: 11-2-2009

_____
Authorized Representative

Date: _____

**WILLIAMSON COUNTY, TEXAS**

_____
Williamson County Judge Dan Gattis

Date: _____
As Authorized by
Williamson County Commissioners Court

Grayson County FY 2010 Interlocal Cooperation Agreement
Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Grayson County Interlocal Cooperation Agreement for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Grayson County.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:26 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray  Started On: 11/17/2009 03:54 PM

Final Approval Date: 11/24/2009

# INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
## JUVENILE POST ADJUDICATION FACILITY

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Grayson County, Texas and the Grayson County Juvenile Board, dba Cooke, Fannin, and Grayson County Post Adjudication Facility, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, Cooke, Fannin, and Grayson County Post Adjudication Facility, (herein referred to as the "Facility") located at 86 Dyess, Denison, Texas 75020 and the business office of Facility located at 86 Dyess, Denison, Texas 75020; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, Grayson County desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

ARTICLE I
PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 86 Dyess, Denison, Texas 75020. The business office of Service Provider is 86 Dyess, Denison, Texas 75020.

## ARTICLE II
## TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III
## FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

B. Maintain a staff-to-child ratio as governed by certification standards.

C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

G. Maintain copies of the original Individualized Program Plan and the periodic reviews.

H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.

L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.

M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.

N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Ensure children complete residential placement.
   2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
   1. The total number of children placed in residential placement
   2. The total number of children who were discharged from residential placement successfully
   3. The total number of re-referrals of children discharged from placements within (6) months after release
   4. The total number of children who move down in their Level of Care
   5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
   1. Percentage of children in residential placement who will complete their placement as a successful discharge.
   2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
   3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

## ARTICLE V
## EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

## ARTICLE VI
## CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VII
## DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;

2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

3. Williamson County Juvenile Probation Department.

## ARTICLE VIII
## CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

## ARTICLE IX
## PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

## ARTICLE X
## COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $95 per day for each child admitted under "Basic Correctional" Level of Care, $127 per day for each child admitted under "Specialized Correctional" Level of Care and $225 per day for each child admitted under "Intensive Correctional" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

Basic Correctional

Consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

Specialized Correctional

Consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group, and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

Intensive Correctional

Consists of a highly specialized and structured therapeutic setting that serves a clearly identified unique population of youth (e.g., identifies range of clinical/behavioral health/mental health diagnosis, including complete DSM-IV multi-axial diagnosis). The clinical program structure and service-mix will be used to effectively manage and treat this population in a developmentally appropriate fashion. Appropriately licensed medical and mental health professionals manage and administer this intensive service model.

Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 86 Dyess, Denison, Texas 75020 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI
## EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Grayson County both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, and psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any

liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII
## PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Grayson County Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Grayson County fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of $25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

## ARTICLE XIII
## INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortuous conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## ARTICLE XIV
## REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status if insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XV
## STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## ARTICLE XVI
## DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties

resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Grayson County, Texas
86 Dyess
Denison, Texas 75020

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## ARTICLE XVII
## TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

## ARTICLE XVIII
## NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Grayson County

Grayson County, Texas
dba Cooke, Fannin, Grayson Post Adjudication Facility
Street Address: 86 Dyess
Denison, Texas 75020

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## ARTICLE XIX
## OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Grayson County or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise there from.

## ARTICLE XX
## VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Grayson County**, Texas

## ARTICLE XXI
## INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 both parties, their officers and employees may request advise, 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' 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 either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2009.

**GRAYSON COUNTY, TEXAS**

Bill C. Bristow, LMSW – AP
Facility Director

Date: 10-22-09

_____
Authorized Representative

Date: _____

**WILLIAMSON COUNTY, TEXAS**

_____
Williamson County Judge Dan Gattis

Date: _____
As Authorized by
Williamson County Commissioners Court

Cornell Corrections of Texas FY 2010 Interlocal Cooperation Agreement

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Robyn Murray, Juvenile Services |
| Submitted For: | Robyn Murray |
| Department: | Juvenile Services |
| Contract Oversight: | |
| Agenda Category: | Consent |

Information

Agenda Item

Discuss and take action on Cornell Corrections of Texas, Inc. Interlocal Cooperation Agreement operating as Hector Garcia Center for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Cornell Corrections.pdf

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | County Attorney | Hal Hawes | 11/18/2009 02:26 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 11/18/2009 03:03 PM | APRV |
| 3 | Budget | Ashlie Koenig | 11/19/2009 07:47 AM | APRV |
| 4 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:23 AM | APRV |

Form Started By: Robyn Murray — Started On: 11/17/2009 04:00 PM

Final Approval Date: 11/24/2009

# INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
## JUVENILE POST ADJUDICATION FACILITY

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Cornell Corrections of Texas, Inc., operating as Hector Garza Center, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, Cornell Corrections of Texas, Inc., operating as Hector Garza Center (herein referred to as the "Facility") located at 620 East Afton Oaks Blvd., San Antonio, Texas 78232 and the mailing office of Facility located at 620 East Afton Oaks Blvd., San Antonio, Texas 78232; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Cornell Corrections of Texas, Inc. desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

## ARTICLE I
## PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 620 East Afton Oaks Blvd., San Antonio, Texas 78232. The business office of Service Provider is 620 East Afton Oaks Blvd., San Antonio, Texas 78232.

## ARTICLE II
## TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III
## FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

B. Maintain a staff-to-child ratio as governed by certification standards.

C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

G. Maintain copies of the original Individualized Program Plan and the periodic reviews.

H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.

L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.

M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.

N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

## ARTICLE IV
## EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
   1. Ensure children complete residential placement.
   2. Prevent re-referrals of children during the six (6) months following release from residential placement.
   3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
   1. The total number of children placed in residential placement
   2. The total number of children who were discharged from residential placement successfully
   3. The total number of re-referrals of children discharged from placements within (6) months after release
   4. The total number of children who move down in their Level of Care
   5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
   1. Percentage of children in residential placement who will complete their placement as a successful discharge.
   2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
   3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

## ARTICLE V
## EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

## ARTICLE VI
## CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VII
## DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;

2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

3. Williamson County Juvenile Probation Department.

## ARTICLE VIII
## CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.
3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

## ARTICLE IX
## PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

## ARTICLE X
## COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $96.17 per day for each child admitted under "Moderate" Level of Care, $138.25 per day for each child admitted under "Specialized" Level of Care and $242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

Moderate

i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 620 East Afton Oaks Blvd., San Antonio, Texas 78232 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI
## EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Cornell Corrections of Texas, Inc. both agree, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Cornell Corrections of Texas, Inc. for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII
## PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the

Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Cornell Corrections of Texas, Inc. Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Cornell Corrections of Texas, Inc. fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Cornell Corrections of Texas, Inc..

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of $25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Bexar County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

## ARTICLE XIII
## INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## ARTICLE XIV
## REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status if insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any

applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

## ARTICLE XV
## STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## ARTICLE XVI
## DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Cornell Corrections of Texas, Inc.
620 East Afton Oaks Blvd
San Antonio, Texas 78232

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## ARTICLE XVII
## TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

## ARTICLE XVIII
## NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Cornell Corrections of Texas, Inc.
Cornell Corrections of Texas, Inc.
Street Address: 620 East Afton Oaks Blvd.
San Antonio, Texas 78232

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## ARTICLE XIX
## OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause **"OFFICIALS NOT TO BENEFIT"** into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Cornell Corrections of Texas, Inc. or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

## ARTICLE XX
## VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Bexar County**, Texas

## ARTICLE XXI
## INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable

to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 both parties, their officers and employees may request advise, 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' 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 either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each

party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## ARTICLE XXII
## LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXIII
## PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2009.

**HECTOR GARZA TREATMENT CENTER**

~~Facility Administrator~~ Jonathan P. Swatsburg
Senior Vice President

Date: 11/4/09

**WILLIAMSON COUNTY, TEXAS**

Williamson County Judge Dan Gattis

Date: _____
As Authorized by
Williamson County Commissioners Court

Authorized Representative

Date: _____

Educations Services Contract

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Deborah Wolf, Sheriff |
| Submitted For: | Deborah Wolf |
| Department: | Sheriff |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider approving contracts to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center and adults on probation with Williamson County.

Background

These contracts are between Williamson County and the Literacy Council of Williamson County. The attached contracts are renewals of the existing contracts with the Literacy Council of Williamson County for FY2007/2008, FY2008/2009 and FY2009/2010.

Fiscal Impact

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

Attachments

Link: Contract1

Link: Contract2

Link: Contract3

Form Routing/Status

| | |
|---|---|
| Form Started By: Deborah Wolf | Started On: 11/19/2009 11:26 AM |
| Final Approval Date: 11/24/2009 | |

# EDUCATIONAL SERVICES CONTRACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Educational Services Contract (the "Contract") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and the Literacy Council of Williamson County (the "Provider").

WHEREAS, the Williamson County Sheriff's Department (the "Department"), acting by and through County, desires to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center (CTTC) and adults on probation with Williamson County (the Services");

WHEREAS, Provider has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Provider agree to the performance of the educational services by Provider and the payment for these services by County as follows:

TERM OF AGREEMENT: The term of this services contract shall be a period of twelve months from the effective date of this contract, October 1, 2009 to September 30, 2010. This service contract will automatically renew each year unless terminated by either party under the terms of this contract.

PAYMENTS: The County agrees to pay $187,240 in twelve monthly installments. County's payment for such 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 Provider of the discrepancy. Following County's notification of any discrepancy, Provider 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.

PROVIDER SERVICES: The Provider agrees to provide the following under this contract:

- Administration and management of PROJECT: BETTER CHANCE to include supervision of program and administrative personnel and fiscal control that provides for an annual audit;
- Adult education instruction-GED preparation for all qualifying participants. English literacy will be provided on an as available basis for participants and if there is available time slotted for the program.

- Hiring and supervision of program staff and volunteers. Ongoing training for program instructors and volunteers.

- Academic assessment of program participants and placement in a tutoring program at their appropriate educational level designed to enhance their literacy and/or academic skills;

- Project: Better Chance program awareness and recruitment of program participants;

- Maintenance of participant records and generation of reports to Williamson County.

CONFIDENTIALITY, RECORDS RETENTION: The Provider shall maintain for inspection and examination all offender (participant) records associated with the contract for the contract life. The Provider shall ensure that individuals having access to or custody of participant records understand that they are confidential and may not be shared with any outside agency or individual without a valid release being signed by the participant. The Provider agrees to assume responsibility for maintaining confidentiality of participant records. The Provider will notify the County immediately upon receipt of any legal process requiring disclosure of records of participants.

DISCLOSURE OF INFORMATION: Any personal or other information about an participant shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged in any manner to any person except as necessary for the performance of this contract.

SECURITY OF STAFF AND VOLUNTEERS: The Department and County agree to provide:

- Assign one Williamson County Jail security officer to PROJECT: BETTER CHANCE and provide oversight of the Williamson County Jail security officer. The cost of the security officer will be reimbursed to the Department on a monthly basis;

- Provide the security officer at the Williamson County Jail with information necessary to perform the job, including providing for time to attend Provider's staff meetings at least two times per year;

- Provide necessary training to Provider staff and volunteers, as needed, to ensure maximum safety and project compliance with Williamson County Jail and CTTC policies and procedures;

- Share information on adult probationers pertaining to their offense, and maximizing safety of Provider staff and volunteers by referring only potentially non-violent, adult probationers to the PROJECT: BETTER CHANCE program.

LAW: Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SEVERABILITY: If any provision of this services contract be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in fore and effect.

NO THIRD PARTY BENEFICIARIES. This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

COMPLIANCE WITH LAWS. Each party to this Contract 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 Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

INDEPENDENT CONTRACTOR RELATIONSHIP. Each party to this Contract, in the performance of this Contract, 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.

NO WAIVER OF IMMUNITIES. Nothing in this Contract 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.

TEXAS PUBLIC INFORMATION ACT. To the extent, if any, that any provision in this Contract 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.

FORCE MAJEURE. Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Contract due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

INDEMNIFICATION BY PROVIDER. **THE COUNTY AND DEPARTMENT SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE PROVIDER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE OR NEGLIGENCE OF THE PROVIDER AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS UNDER THIS CONTRACT.**

NO INDEMNIFICATION BY COUNTY. Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Provider; therefore, all

references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Provider, for any reason whatsoever are hereby deemed void and deleted.

NON-FUNDING: In the event that the County has not provided sufficient funding to complete its obligation under this Contract, than for any period of time that funding is lacking, Provider is relieved of its obligation of performance. Further, the County, under such non-funding event may, at its option, exercise its right of termination of services. Non-funding shall also operate to relieve Provider of its obligations under this Contract.

NON-PERFORMANCE: In the event either party fails to satisfactorily meet the performance terms of this Contract as determined by either party, the County or Provider may exercise its right to terminate this contract upon 30 days written notice

TERMINATION FOR CONVENIENCE. The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider. In the event of termination, it is understood and agreed that only the amounts due to Provider 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 Contract for convenience.

ENTIRE AGREEMENT. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date listed below.

Williamson County, Texas

By: _____

Title: _____

Date: _____

Literacy Council of Williamson County, TX

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Hal C. Hawes
Assistant County Attorney

By: _____
James R. Gilger
Contract Auditor

## EDUCATIONAL SERVICES CONTRACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Educational Services Contract (the "Contract") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and the Literacy Council of Williamson County (the "Provider").

WHEREAS, the Williamson County Sheriff's Department (the "Department"), acting by and through County, desires to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center (CTTC) and adults on probation with Williamson County (the Services");

WHEREAS, Provider has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Provider agree to the performance of the educational services by Provider and the payment for these services by County as follows:

TERM OF AGREEMENT: The term of this services contract shall be a period of twelve months from the effective date of this contract, October 1, 2008 to September 30, 2009.

PAYMENTS: The County agrees to pay $187,240 in twelve monthly installments. County's payment for such 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 Provider of the discrepancy. Following County's notification of any discrepancy, Provider 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.

PROVIDER SERVICES: The Provider agrees to provide the following under this contract:

- Administration and management of PROJECT: BETTER CHANCE to include supervision of program and administrative personnel and fiscal control that provides for an annual audit;
- Adult education instruction-GED preparation for all qualifying participants. English literacy will be provided on an as available basis for participants and if there is available time slotted for the program.

- Hiring and supervision of program staff and volunteers. Ongoing training for program instructors and volunteers.

- Academic assessment of program participants and placement in a tutoring program at their appropriate educational level designed to enhance their literacy and/or academic skills;

- Project: Better Chance program awareness and recruitment of program participants;

- Maintenance of participant records and generation of reports to Williamson County.

CONFIDENTIALITY, RECORDS RETENTION: The Provider shall maintain for inspection and examination all offender (participant) records associated with the contract for the contract life. The Provider shall ensure that individuals having access to or custody of participant records understand that they are confidential and may not be shared with any outside agency or individual without a valid release being signed by the participant. The Provider agrees to assume responsibility for maintaining confidentiality of participant records. The Provider will notify the County immediately upon receipt of any legal process requiring disclosure of records of participants.

DISCLOSURE OF INFORMATION: Any personal or other information about an participant shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged in any manner to any person except as necessary for the performance of this contract.

SECURITY OF STAFF AND VOLUNTEERS: The Department and County agree to provide:

- Assign one Williamson County Jail security officer to PROJECT: BETTER CHANCE and provide oversight of the Williamson County Jail security officer. The cost of the security officer will be reimbursed to the Department on a monthly basis;

- Provide the security officer at the Williamson County Jail with information necessary to perform the job, including providing for time to attend Provider's staff meetings at least two times per year;

- Provide necessary training to Provider staff and volunteers, as needed, to ensure maximum safety and project compliance with Williamson County Jail and CTTC policies and procedures;

- Share information on adult probationers pertaining to their offense, and maximizing safety of Provider staff and volunteers by referring only potentially non-violent, adult probationers to the PROJECT: BETTER CHANCE program.

LAW: Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SEVERABILITY: If any provision of this services contract be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in fore and effect.

NO THIRD PARTY BENEFICIARIES. This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

COMPLIANCE WITH LAWS. Each party to this Contract 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 Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

INDEPENDENT CONTRACTOR RELATIONSHIP. Each party to this Contract, in the performance of this Contract, 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.

NO WAIVER OF IMMUNITIES. Nothing in this Contract 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.

TEXAS PUBLIC INFORMATION ACT. To the extent, if any, that any provision in this Contract 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.

FORCE MAJEURE. Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Contract due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

INDEMNIFICATION BY PROVIDER. **THE COUNTY AND DEPARTMENT SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE PROVIDER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE OR NEGLIGENCE OF THE PROVIDER AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS UNDER THIS CONTRACT.**

NO INDEMNIFICATION BY COUNTY. Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Provider; therefore, all

references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Provider, for any reason whatsoever are hereby deemed void and deleted.

NON-FUNDING: In the event that the County has not provided sufficient funding to complete its obligation under this Contract, than for any period of time that funding is lacking, Provider is relieved of its obligation of performance. Further, the County, under such non-funding event may, at its option, exercise its right of termination of services. Non-funding shall also operate to relieve Provider of its obligations under this Contract.

NON-PERFORMANCE: In the event either party fails to satisfactorily meet the performance terms of this Contract as determined by either party, the County or Provider may exercise its right to terminate this contract upon 30 days written notice

TERMINATION FOR CONVENIENCE. The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider. In the event of termination, it is understood and agreed that only the amounts due to Provider 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 Contract for convenience.

ENTIRE AGREEMENT. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date listed below.

Williamson County, Texas

By: _____

Title: _____

Date: _____

Literacy Council of Williamson County, TX

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Hal C. Hawes
Assistant County Attorney

By: _____
James R. Gilger
Contract Auditor

## EDUCATIONAL SERVICES CONTRACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Educational Services Contract (the "Contract") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and the Literacy Council of Williamson County (the "Provider").

WHEREAS, the Williamson County Sheriff's Department (the "Department"), acting by and through County, desires to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center (CTTC) and adults on probation with Williamson County (the Services");

WHEREAS, Provider has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Provider agree to the performance of the educational services by Provider and the payment for these services by County as follows:

TERM OF AGREEMENT: The term of this services contract shall be a period of twelve months from the effective date of this contract, October 1, 2007 to September 30, 2008.

PAYMENTS: The County agrees to pay $187,240 in twelve monthly installments. County's payment for such 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 Provider of the discrepancy. Following County's notification of any discrepancy, Provider 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.

PROVIDER SERVICES: The Provider agrees to provide the following under this contract:

- Administration and management of PROJECT: BETTER CHANCE to include supervision of program and administrative personnel and fiscal control that provides for an annual audit;
- Adult education instruction-GED preparation for all qualifying participants. English literacy will be provided on an as available basis for participants and if there is available time slotted for the program.

- Hiring and supervision of program staff and volunteers. Ongoing training for program instructors and volunteers.

- Academic assessment of program participants and placement in a tutoring program at their appropriate educational level designed to enhance their literacy and/or academic skills;

- Project: Better Chance program awareness and recruitment of program participants;

- Maintenance of participant records and generation of reports to Williamson County.

CONFIDENTIALITY, RECORDS RETENTION: The Provider shall maintain for inspection and examination all offender (participant) records associated with the contract for the contract life. The Provider shall ensure that individuals having access to or custody of participant records understand that they are confidential and may not be shared with any outside agency or individual without a valid release being signed by the participant. The Provider agrees to assume responsibility for maintaining confidentiality of participant records. The Provider will notify the County immediately upon receipt of any legal process requiring disclosure of records of participants.

DISCLOSURE OF INFORMATION: Any personal or other information about an participant shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged in any manner to any person except as necessary for the performance of this contract.

SECURITY OF STAFF AND VOLUNTEERS: The Department and County agree to provide:

- Assign one Williamson County Jail security officer to PROJECT: BETTER CHANCE and provide oversight of the Williamson County Jail security officer. The cost of the security officer will be reimbursed to the Department on a monthly basis;

- Provide the security officer at the Williamson County Jail with information necessary to perform the job, including providing for time to attend Provider's staff meetings at least two times per year;

- Provide necessary training to Provider staff and volunteers, as needed, to ensure maximum safety and project compliance with Williamson County Jail and CTTC policies and procedures;

- Share information on adult probationers pertaining to their offense, and maximizing safety of Provider staff and volunteers by referring only potentially non-violent, adult probationers to the PROJECT: BETTER CHANCE program.

LAW: Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SEVERABILITY: If any provision of this services contract be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in fore and effect.

NO THIRD PARTY BENEFICIARIES. This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

COMPLIANCE WITH LAWS. Each party to this Contract 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 Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

INDEPENDENT CONTRACTOR RELATIONSHIP. Each party to this Contract, in the performance of this Contract, 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.

NO WAIVER OF IMMUNITIES. Nothing in this Contract 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.

TEXAS PUBLIC INFORMATION ACT. To the extent, if any, that any provision in this Contract 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.

FORCE MAJEURE. Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Contract due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

INDEMNIFICATION BY PROVIDER. **THE COUNTY AND DEPARTMENT SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE PROVIDER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE OR NEGLIGENCE OF THE PROVIDER AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS UNDER THIS CONTRACT.**

NO INDEMNIFICATION BY COUNTY. Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Provider; therefore, all

references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Provider, for any reason whatsoever are hereby deemed void and deleted.

NON-FUNDING: In the event that the County has not provided sufficient funding to complete its obligation under this Contract, than for any period of time that funding is lacking, Provider is relieved of its obligation of performance. Further, the County, under such non-funding event may, at its option, exercise its right of termination of services. Non-funding shall also operate to relieve Provider of its obligations under this Contract.

NON-PERFORMANCE: In the event either party fails to satisfactorily meet the performance terms of this Contract as determined by either party, the County or Provider may exercise its right to terminate this contract upon 30 days written notice

TERMINATION FOR CONVENIENCE. The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider. In the event of termination, it is understood and agreed that only the amounts due to Provider 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 Contract for convenience.

ENTIRE AGREEMENT. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date listed below.

Williamson County, Texas

By: _____

Title: _____

Date: _____

Literacy Council of Williamson County, TX

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Hal C. Hawes
Assistant County Attorney

By: _____
James R. Gilger
Contract Auditor

Discuss and take action on granting an extension of primary care payments at the Medicaid Encounter Rate to Lone Star Circle of Care through December

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| 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 granting an extension of primary care payments at the Medicaid Encounter Rate to Lone Star Circle of Care through December 2009 while a proposal is formalized for pharmacy services to WilCo Care.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Terri Countess | Started On: 11/19/2009 09:03 AM |
| Final Approval Date: 11/24/2009 | |

Grant from Petsmart Charities to spay/neuter free roaming cats and kittens

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Peggy Vasquez, County Judge |
| Submitted For: | Cheryl Schneider - Animal Shelter |
| Department: | County Judge |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and consider approving Free-Roaming Spay/Neuter Grant Agreement between PetSmart Charities and Williamson County Regional Animal Shelter.

Background

Discussion:

A grant application was made and received for $10,000 through PetSmart Charities to spay/neuter free roaming cats and kittens. WCRAS does this on a limited basis currently and this grant will allow us to spay or neuter approximately 285 additional cats and kittens for people living in our jurisdictions. Free-roaming cats and kittens are feral or stray cats and kittens that a citizen or a Trap-Neuter-Return group has trapped, has them altered and returns them to the area they were found. By providing this service, the number of cats and kittens entering our shelter will decrease.

I have already sent it to Hal Hawes and Jim Gilger and both have indicated it was acceptable.

Fiscal Impact

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

Attachments

Link: Petsmart Letter

Link: Grant Contract

Form Routing/Status

| | |
|---|---|
| Form Started By: Peggy Vasquez | Started On: 11/23/2009 12:26 PM |
| Final Approval Date: 11/24/2009 | |

Our Vision: A Lifelong, Loving Home For Every Pet

PETSMART Charities

www.petsmartcharities.org

Dear Applicant,

Congratulations on your recently approved grant! Enclosed you will find an approval letter, grant contract agreement and follow-up report attachment. Please read through the terms of your grant contract carefully before signing.

Once you have read through your contract and you are in agreement with all terms please have an officer within your organization sign and date the agreement. To expedite payment of your grant more quickly, I ask that you fax your signed contract to my attention at (623) 580-6561 and please include a cover page. This will allow me to get the check cutting process started right away. If you have scanning capability and you can send the signed agreement in an email attachment that will work even better. Please send that email to: **bnajera@petsmartcharities.org**.

Additionally, I ask that you drop the signed hardcopy in the mail to my attention at the address on your grant contract so the original signed agreement can be included in your grant file.

Congratulations once again, we look forward to hearing about your success in your grant follow-up report.

Sincerely,

Brenda Najera

Brenda Najera
Administrative Assistant-Grants
bnajera@petsmartcharities.org
1-800-738-1385 Ex #2312

Our Vision: A Lifelong, Loving Home For Every Pet

PETSMART Charities

www.petsmartcharities.org

November 11, 2009

Ms. Cheryl Schneider
**Williamson County (Regional Animal Shelter)**
1855 SE Inner Loop
Georgetown, TX 78626

Dear Ms. Schneider:

PetSmart Charities Grant Committee has reviewed your recent grant application. We are pleased to be able to offer your organization **$10,000.00** which is full funding of your request. Congratulations on the great work your organization has already done and we look forward to hearing about the success of your program.

Enclosed for your consideration is a Grant Contract Agreement. ***Please note that the last sentence in the first paragraph of your Grant Contract Agreement explicitly states what the grant funds are to be used for. PLEASE MAKE SURE YOU ARE IN AGREEMENT WITH THIS BEFORE YOU SIGN THE CONTRACT.***

If the officers of the organization agree with the conditions, please have the executive director, president, CEO or equivalent authority sign the contract and return the original document to this office at your earliest convenience. You may fax a copy of the signed contract and then mail the original if you prefer. After the executed contract has been received, reviewed and signed by a Director of PetSmart Charities, a check will be issued at that time. You will also receive a complete media kit with your grant check. Please do not pursue media coverage about this grant until you have received and reviewed the media kit.

It is our understanding that you will begin work promptly and will try to complete all work under the grant within one year from the date of the Grant Contract Agreement. Your Grant Follow-up Report is due no later than 18 months from the date of your grant contract and must be submitted under the attached format only! You will not be eligible to apply for a new spay/neuter program grant until your follow-up report has been received. ***Please note that any changes to the uses of your grant money from those stated in the contract must be approved by PetSmart Charities in writing, in advance.***

For help finding other potential funders who may be a good fit with your funding needs, visit http://www.fdncenter.org/collections/ to find a library near you with resources to help grantseekers. Also, visit http://PetSmartcharities.webex.com to sign up for one of our free webinars on grant funding, or listen to a recording of a past webinar on the subject. We consider you to be an important partner in our mutual efforts to end euthanasia and provide all pets with a lifelong, loving home.

We look forward to hearing from you soon.

Sincerely,

Jeannine Alexander

Jeannine Alexander
Program Manager
jalexander@petsmartcharities.org
1-800-738-1385 Extension #2948

Enclosure

# GRANT CONTRACT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is effective this 1st day of November 2009, by and between PetSmart Charities, Inc. a 501(c)(3) company, whose place of business and address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("PetSmart Charities"), and, **Williamson County (Regional Animal Shelter)** ("Organization") whose address is 1855 SE Inner Loop, Georgetown, TX 78626. Upon a fully executed version of this Agreement, PetSmart Charities shall award the Organization a grant in the amount of **$10,000.00** ("Grant Funds"). The Grant Funds shall be used solely for spay/neuter and rabies vaccination for approximately 285 free-roaming cats at an average cost of $35 each (the "Grant").

This Grant is subject to the following conditions:

1. The Organization will use the Grant Funds only for the purposes summarized above. In the event that the Organization cannot use the Grant Funds for the purposes described within 12 months the Organization must notify PetSmart Charities immediately. The Organization will use the Grant Funds only for charitable purposes. If PetSmart Charities determines at any time that any of the Grant Funds have been used for any purpose other than those summarized above; remain inappropriately unused by the Organization, relative to the expected time table; are not used in accordance with the terms and conditions of this Agreement; the Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable, or inappropriate; or in PetSmart Charities' discretion, any such action or inaction that does not uphold the spirit of the grant, then PetSmart Charities may unilaterally change the terms of this grant and take such actions as PetSmart Charities deems appropriate to ensure the proper use of the Grant Funds These actions may include, in the sole discretion of PetSmart Charities, the total revocation of the Grant and the immediate return of all Grant Funds.

2. PetSmart Charities makes the Grant on the condition that the Organization is and continues to be a city/county/state/tribal government entity. The Organization must notify PetSmart Charities immediately if: the Organization's tax-exempt status is withdrawn effective as of any date within two years of the date of this Agreement, or (b) if the Organization ceases operations effective as of any date within two years of the date of this Agreement. If the Organization's tax status changes, PetSmart Charities may change the terms of the Grant, including revoking the Grant and requiring a full refund of the Grant Funds to PetSmart Charities.

3. No part of the Grant Funds shall be used for lobbying or political activities.

4. By 18 months from the date of this Agreement, the Organization will provide to PetSmart Charities a narrative written response to the enclosed evaluation questions on the Grant Follow-up Report and provide sufficient supporting backup and financial documentation detailing the use of the Grant Funds. Additional grant funds will not be awarded until all requirements of this paragraph have been met as defined above.

5. PetSmart Charities may release information concerning the Grant in such ways as it deems appropriate. If the Organization is interested in publicizing the Grant and its efforts in helping homeless pets in the local media, please contact the PetSmart Charities' Communication Manager at: (623) 587-2872. All media materials (e.g. press releases, annual reports, newsletters, invitations, etc.) mentioning PetSmart Charities must be reviewed and pre-approved by PetSmart Charities. Failure to comply herewith will result in PetSmart Charities' immediate right to seek reimbursement from the Organization for the full amount of the Grant.

   The Organization shall obtain the prior written consent from PetSmart Charities prior to granting any entity or individual with any publicity or sponsorship rights in connection with this Grant.

   Should the Organization wish to use the PetSmart Charities' name for any type of recognition, including donor walls or any other permanent fixtures, it may not do so without PetSmart Charities' written consent and provided that it uses PetSmart Charities' official logo and is done so in a favorable light for PetSmart Charities.

   The Organization hereby authorizes PetSmart Charities to use the Organization's name, logo, and photographs or other representation of the Organization's facilities and activities in its annual report and other PetSmart Charities' publications. The Organization waives any rights to inspect or approve of such annual report or other such publications. The Organization agrees to obtain for PetSmart Charities the written release of any individuals (for themselves and/or their pets) in such photographs in an appropriate form provided by PetSmart Charities.

6. PetSmart Charities may request at any time that the Organization produce a written report, in a form reasonably satisfactory to PetSmart Charities, detailing the Grant Funds expenditure and progress of the programs to date. The Organization will submit the written report to PetSmart Charities no later than five (5) days after the date of PetSmart Charities' written request. Additionally, upon written notice and during normal business hours, PetSmart Charities may audit the records of the Organization as they pertain to the Grant, Grant Funds or terms and conditions of this Agreement. The Organization will permit the audit no later than five (5) days after the date of PetSmart Charities' notice. If the report or audit reveals that: (i) the Grant Funds have not been used for the Grant, (ii) the Grant Funds remain inappropriately unused by the Organization, relative to the expected time table or (iii) the Grant Funds are not used in accordance with the terms and conditions of this agreement, then PetSmart Charities may, at its sole option, unilaterally change the terms of the Grant and the Organization may be required to immediately return to PetSmart Charities all Grant Funds.

Please indicate, as an authorized representative of the Organization, the Organization's agreement with the conditions of the Grant by signing the bottom of this Agreement and returning it to PetSmart Charities within 45 days of the date of this Agreement, by facsimile, U.S. Mail or hand delivery. Upon PetSmart Charities' receipt of this original signed Agreement and PetSmart Charities' acceptance by signature of this Agreement, a check will be issued to the Organization as well as a copy of this fully executed Agreement.

This Agreement will be null and void if not executed and returned to PetSmart Charities after 45 days from the date of this Agreement.

**WE HAVE REVIEWED AND AGREE TO THE ABOVE TERMS AND CONDITIONS:**

By:_____
(Signature)

By:_____
(Print Name)

_____
**Title** (Officer in **Williamson County (Regional Animal Shelter)**)

_____
Date

_____
**PetSmart Charities**

_____
Date

Please make a copy of this document for your records and mail this signed original to:

**PetSmart Charities**
**Attn: GRANTS**
**19601 North 27th Avenue**
**Phoenix, AZ 85027**

PETSMART Charities

# GRANT FOLLOW-UP REPORT

**Please submit ALL of the following information upon completion of the funded project, or by 18 months from the date of the grant contract.**
**We look forward to a candid report on the outcome of your project.**

Today's Date: _____ Date Grant Funding Was Received: _____
Name of Your Organization: _____
Address: _____
City, State, Zip: _____
Contact: _____P hone #: _____E -mail: _____
Grant Purpose: _____
Number of Animals Assisted by This Grant Project: _____ Species:
Amount Received from PetSmart Charities' Grant: $_____ Amount Spent from grant: $_____

1. Attach detailed documentation of how the funds were expended. Include a line item for each separate kind of expense. **Include copies of all receipts for purchases or procedures.**
2. If all funds were not expended, explain proposed usage of unexpended amount and the time frame to be fully expended. (Note: You will need to receive written permission from PetSmart Charities to proceed.) _____
3. Include any data generated or affected by this project (i.e. adoptions increased, euthanasia decreased, number of animals assisted increased, etc.). If that data isn't available until later, please share it with us at that time. _____
4. List any other major accomplishments that were directly related to this grant, including resulting publicity. _____
5. Discuss any changes to the original plan or problems that occurred during the project. _____
6. If the program is to be continued, how will funding be secured? _____
7. Is there a special story related to this grant that you could share with us? _____
8. If sterilization surgeries were part of your grant project: How many animals were sterilized? How does that compare to your original goal? Explain any differences between your goal and outcome._____
9. If low income targeting was part of your grant project: How did you determine your client's qualification as "low income"? _____
10. If this was a Curious Cat project (replicating a successful project created by another organization): Did the mentoring process go smoothly? _____ Are there any tips you recommend to another group interested in replicating this project? _____
11. If this was a collaborative project: Did the collaboration go smoothly? _____ What did you learn about collaboration (pro or con)? _____ Were there any benefits to your community due to collaborating with other organizations that could not have occurred if the project had been handled by a single group? _____
12. Do you have procedures, protocols, or other practical tools that could be used by another organization to replicate this project? _____If so, please include a description for us to post on our blog. Include your contact info.
13. What kind of qualifications do you think a group should have before trying to replicate this project? _____

**We would appreciate any photographs you can provide of this project in action.**
Please mail this form and the completed report to
**PetSmart Charities, Attn: Grants, 19601 North 27th Avenue, Phoenix**
STOP! Did you remember your attachment? (question #1)

# GRANT CONTRACT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is effective this 1st day of November 2009, by and between PetSmart Charities, Inc. a 501(c)(3) company, whose place of business and address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("PetSmart Charities"), and, **Williamson County (Regional Animal Shelter)** ("Organization") whose address is 1855 SE Inner Loop, Georgetown, TX 78626. Upon a fully executed version of this Agreement, PetSmart Charities shall award the Organization a grant in the amount of **$10,000.00** ("Grant Funds"). The Grant Funds shall be used solely for spay/neuter and rabies vaccination for approximately 285 free-roaming cats at an average cost of $35 each (the "Grant").

This Grant is subject to the following conditions:

1. The Organization will use the Grant Funds only for the purposes summarized above. In the event that the Organization cannot use the Grant Funds for the purposes described within 12 months the Organization must notify PetSmart Charities immediately. The Organization will use the Grant Funds only for charitable purposes. If PetSmart Charities determines at any time that any of the Grant Funds have been used for any purpose other than those summarized above; remain inappropriately unused by the Organization, relative to the expected time table; are not used in accordance with the terms and conditions of this Agreement; the Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable, or inappropriate; or in PetSmart Charities' discretion, any such action or inaction that does not uphold the spirit of the grant, then PetSmart Charities may unilaterally change the terms of this grant and take such actions as PetSmart Charities deems appropriate to ensure the proper use of the Grant Funds These actions may include, in the sole discretion of PetSmart Charities, the total revocation of the Grant and the immediate return of all Grant Funds.

2. PetSmart Charities makes the Grant on the condition that the Organization is and continues to be a city/county/state/tribal government entity. The Organization must notify PetSmart Charities immediately if: the Organization's tax-exempt status is withdrawn effective as of any date within two years of the date of this Agreement, or (b) if the Organization ceases operations effective as of any date within two years of the date of this Agreement. If the Organization's tax status changes, PetSmart Charities may change the terms of the Grant, including revoking the Grant and requiring a full refund of the Grant Funds to PetSmart Charities.

3. No part of the Grant Funds shall be used for lobbying or political activities.

4. By 18 months from the date of this Agreement, the Organization will provide to PetSmart Charities a narrative written response to the enclosed evaluation questions on the Grant Follow-up Report and provide sufficient supporting backup and financial documentation detailing the use of the Grant Funds. Additional grant funds will not be awarded until all requirements of this paragraph have been met as defined above.

5. PetSmart Charities may release information concerning the Grant in such ways as it deems appropriate. If the Organization is interested in publicizing the Grant and its efforts in helping homeless pets in the local media, please contact the PetSmart Charities' Communication Manager at: (623) 587-2872. All media materials (e.g. press releases, annual reports, newsletters, invitations, etc.) mentioning PetSmart Charities must be reviewed and pre-approved by PetSmart Charities. Failure to comply herewith will result in PetSmart Charities' immediate right to seek reimbursement from the Organization for the full amount of the Grant.

   The Organization shall obtain the prior written consent from PetSmart Charities prior to granting any entity or individual with any publicity or sponsorship rights in connection with this Grant.

   Should the Organization wish to use the PetSmart Charities' name for any type of recognition, including donor walls or any other permanent fixtures, it may not do so without PetSmart Charities' written consent and provided that it uses PetSmart Charities' official logo and is done so in a favorable light for PetSmart Charities.

   The Organization hereby authorizes PetSmart Charities to use the Organization's name, logo, and photographs or other representation of the Organization's facilities and activities in its annual report and other PetSmart Charities' publications. The Organization waives any rights to inspect or approve of such annual report or other such publications. The Organization agrees to obtain for PetSmart Charities the written release of any individuals (for themselves and/or their pets) in such photographs in an appropriate form provided by PetSmart Charities.

6. PetSmart Charities may request at any time that the Organization produce a written report, in a form reasonably satisfactory to PetSmart Charities, detailing the Grant Funds expenditure and progress of the programs to date. The Organization will submit the written report to PetSmart Charities no later than five (5) days after the date of PetSmart Charities' written request. Additionally, upon written notice and during normal business hours, PetSmart Charities may audit the records of the Organization as they pertain to the Grant, Grant Funds or terms and conditions of this Agreement. The Organization will permit the audit no later than five (5) days after the date of PetSmart Charities' notice. If the report or audit reveals that: (i) the Grant Funds have not been used for the Grant, (ii) the Grant Funds remain inappropriately unused by the Organization, relative to the expected time table or (iii) the Grant Funds are not used in accordance with the terms and conditions of this agreement, then PetSmart Charities may, at its sole option, unilaterally change the terms of the Grant and the Organization may be required to immediately return to PetSmart Charities all Grant Funds.

Please indicate, as an authorized representative of the Organization, the Organization's agreement with the conditions of the Grant by signing the bottom of this Agreement and returning it to PetSmart Charities within 45 days of the date of this Agreement, by facsimile, U.S. Mail or hand delivery. Upon PetSmart Charities' receipt of this original signed Agreement and PetSmart Charities' acceptance by signature of this Agreement, a check will be issued to the Organization as well as a copy of this fully executed Agreement.

This Agreement will be null and void if not executed and returned to PetSmart Charities after 45 days from the date of this Agreement.

**WE HAVE REVIEWED AND AGREE TO THE ABOVE TERMS AND CONDITIONS:**

By:_____
(Signature)

By:_____
(Print Name)

_____
**Title** (Officer in **Williamson County (Regional Animal Shelter)**)

_____
Date

_____
**PetSmart Charities**

_____
Date

Please make a copy of this document for your records and mail this signed original to:

**PetSmart Charities**
**Attn: GRANTS**
**19601 North 27th Avenue**
**Phoenix, AZ 85027**

Redistricting

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| 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 possible action on process for redistricting commissioner, justice of the peace and constable precincts as a result of the 2010 census.

Background

Commissioner Birkman would like to discuss the redistricting process for commissioner, justice of the peace and constable precincts as a result fo the 2010 census. Attached is some information regarding the process that was distributed at the Conference of Urban Counties Conference that was held in San Antonio Nov. 18-20.

Fiscal Impact

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

Attachments

Link: CUC Redistricting

Link: County Time Line

Form Routing/Status

| | |
|---|---|
| Form Started By: Mary Clark | Started On: 11/23/2009 01:35 PM |

Final Approval Date: 11/24/2009

# Redistricting Texas Counties In 2011

Prepared by:
David Méndez, Bickerstaff Heath Delgado Acosta LLP
November 3, 2009

Texas County Commissioner's Courts have redistricting obligations that arise with the release of the next federal census data in early 2011. These obligations must be met within a limited time frame and have significant repercussions for the commissioners courts and other governmental entities. This paper provides an overview of the actions required of the Commissioner's court and explains the timelines within which those actions must occur.

## Commissioners Court Redistricting Obligations

Texas counties have two basic responsibilities that are triggered by the release of the census.

1. Balancing Commissioner Precinct Population – The County must examine the new census data when it becomes available to determine if the population in the four county commissioner precincts is in balance.

2. Adjusting County Election Precincts – The County must also adjust county election precincts to account for registered voter caps and other election requirements.

In addition to these duties, a commissioner's court has oversight authority on county justice precincts and may adjust these for the convenience of the people. Typically, adjustments to justice precincts, if necessary, are undertaken by commissioners courts at the same time as the other redistricting duties in order to conform election precinct and avoid undue voter confusion.

## Balancing the Population in Commissioner Precincts

The one person – one vote principle under the Fourteenth Amendment of the United States Constitution applies to electoral districts of "legislative" bodies that govern political subdivisions such as Congress, the Texas Legislature, and Texas Counties. Because County Commissioners make policies and laws that affect the citizens of the county, the one person – one vote constitutional principle requires that each commissioner precincts have substantially equal population.

While the Census measures many aspects of population including age, ethnicity, racial composition, gender, citizenship and other factors, for one person – one vote purposes, governmental bodies typically utilize total population as the appropriate measurement criteria. Although not an absolute safe harbor, commissioner precincts are generally considered to be in balance and thus meet the one person – one vote requirement if the districts have substantially equal total population, i.e., if the total deviation does not exceed ten percent.

For County Commissioner precincts a deviation of no more than 10% is prima facie valid. Here is an example of how it is calculated for a Texas County with a population of 400,000:

County Total Population = 400,000
Ideal district size = 100,000 (400,000/4)

| | | Deviation |
|---|---|---|
| Precinct 1 | 104,000 | +4.0% |
| Precinct 2 | 101,000 | +1.0% |
| Precinct 3 | 98,000 | -2.0% |
| Precinct 4 | 97,000 | -3.0% |

**Total Deviation 4% + (-3%) = 7%**

The County's total population is utilized to make these calculations. Adjustments of total population data are typically made in situations where there is a large penal institution in the electoral district that houses convicted felons. The Census Bureau will count these felons as residing at the penal institution, and in some rural counties this penal population can constitute a significant portion of the total population of the county. Since felons are disenfranchised of their right to vote, it is appropriate in some instances to adjust for these populations in calculating deviation. Adjustments to deduct penitentiary inmates are fairly common in small counties, but less so in large counties where the impact is ineligible.

### Balancing Registered Voters in County Election Precincts

The Texas Legislature has long required that a commissioner's court periodically review county election precincts for compliance with certain size limitations and other statutory criteria. Because the decennial redistricting process affect many county election precincts, the county election precincts must be reviewed by the commissioner's court after redistricting to check for appropriateness of size and to insure that election precincts do not contain territory of more than one precinct or office.

TEXAS ELECTION CODE Section 42.006 requires that a county election precinct must contain at least 100, but not more than 5,000 registered voters.

In addition to size requirements, a county election precinct, including a consolidated precinct, may not contain territory from more than one of each of the following types of territorial units:

- a commissioners precinct;
- a justice precinct;
- a congressional district;
- a state representative district;
- a state senatorial district;
- a ward in a city with a population of 10,000 or more; or
- a State Board of Education district.

See, TEXAS ELECTION CODE Section 42.005.

The adjustment of election precincts involves a coordinated dance between the county commissioner's court, the Texas Legislature, and larger cities within the territory of the county. In some instances, the courts also try to cut into this dance. Changes by county commissioner's court to the commissioner precinct and justice precinct lines will typically split election precincts and these splits are easily identified by the County and adjusted. More complex issues arise as to timing and structure, when the County has to adjust election precincts to account for changes in electoral districts made by other political subdivisions. For example, legislative redistricting efforts may affect the ability of some counties to complete their county election precinct adjustments in a timely manner. While Texas Counties may complete their commissioner precinct redistricting quickly, historically, the Texas Legislature has not been quite as quick to complete the drawing of state legislative districts and congressional districts. Also, litigation involving those districts has often delayed the finalization of those electoral districts. Because county election precincts cannot contain territory from more than one of these state and federal districts, the finalization of the drawing of precincts in some counties has been delayed and in

some instances election precincts have had to be redrawn multiple times.

Because other political subdivisions use county election precincts to conduct elections, the same type of issues can arise with these entities. For example, if there are cities with ward or single member district systems in the county that have a population of more than 10,000, the county election precincts must be adjusted to avoid having territory from more than one single member district in an election precinct. The Election Code does not generally prohibit splitting election precincts with school district single-member district lines, but counties will often want to coordinate election precinct lines with school district boundaries for ease in election administration.

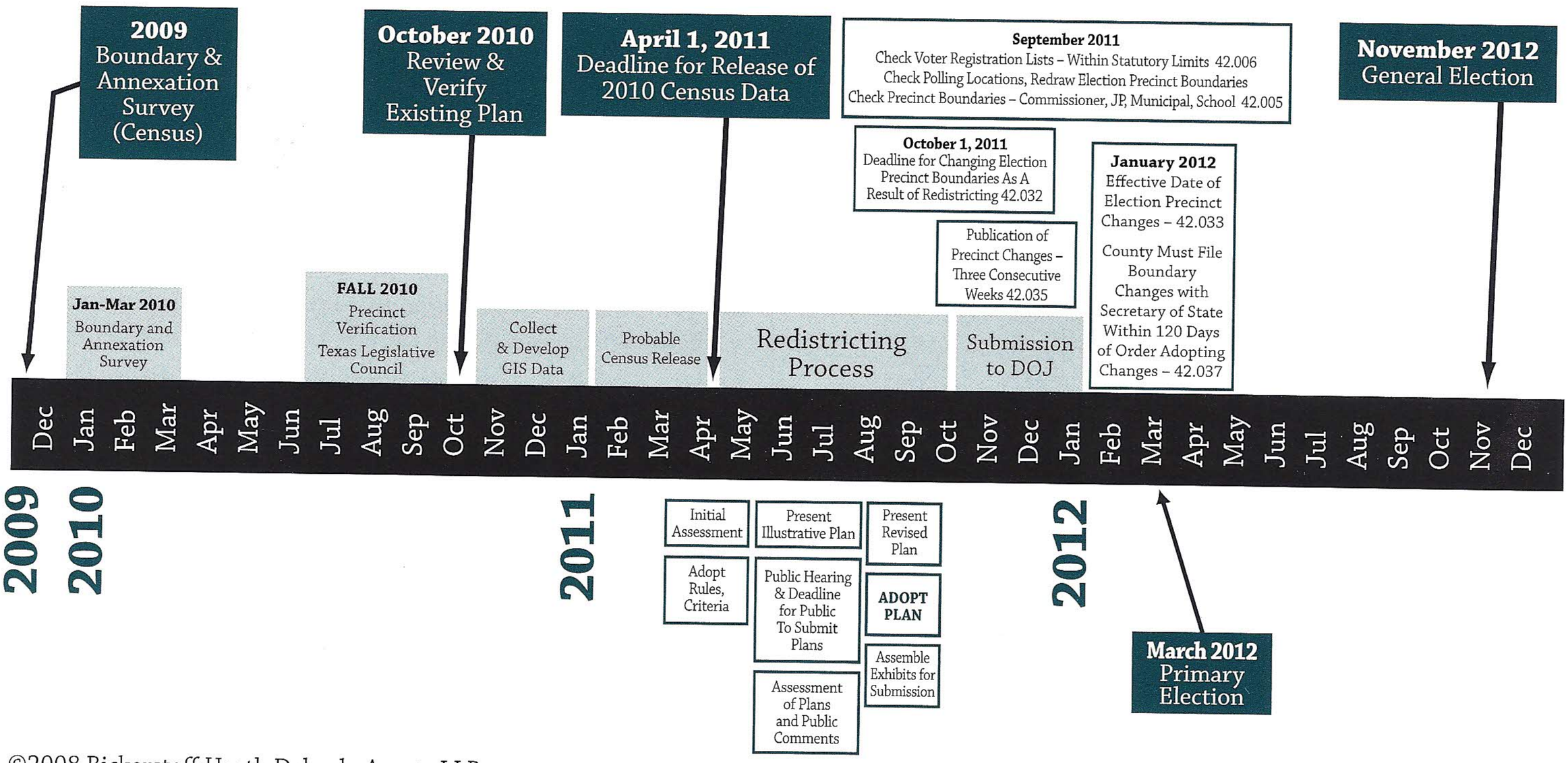
**Adjustments to Justice Precincts**

The Texas Constitution allows county commissioner's courts to divide counties into Justice of the Peace precincts based on population as follows:

| Population | Number of Precincts |
|---|---|
| Less than 18,000 | 1-4 precincts |
| 18,000 to 49,999 | 2-8 precincts |
| 50,000 | 4-8 precincts |

A commissioner's court has authority to abolish existing justice precincts, establish or reduce the number of justice/constable places within a justice precinct, or to modify the territorial boundaries of the precincts. However, the Constitution provides that "any county that is divided into four or more

## Timeline for 2011 Redistricting and Subsequent General Election




©2008 Bickerstaff Heath Delgado Acosta LLP

precincts on November 2, 1999 shall continue to be divided into not less than four precincts." Article V, Section 18, Texas Constitution.

**Timing Issues for the Completion of Redistricting**

The Secretary of Commerce is required to conduct the next decennial census on April 1, 2010. Detailed population figures must be released to the states for use in state and local redistricting efforts on or before April 1, 2011. We expect this data to be released in January or February 2011.

Texas County Commissioner's Courts will need to take into consideration the 2010 census data upon its release, and determine if the population of the four county commissioner precincts is out of balance. As a practical matter, a commissioner's court must complete the redistricting process by January 1, 2012 so candidates for county commissioner precinct positions are able to determine which precinct they will file for in the March 2012 primaries.

Most Texas cities, school districts, colleges and special districts that have a single-member district structure for electing their governing boards and that are on a May uniform election cycle, must complete their redistricting process in time to allow for the May 2012 Elections. Most of these entities rely on county election precincts to conduct their elections, so they also have a stake in the completion of the county redistricting and election precinct redraw.

**Conclusion**

While this paper focuses on the framework and timing within which redistricting takes place, Texas Counties need to be aware that the redistricting process in Texas also involves the application of the Voting Rights Act of 1965 and other complex legal principles. The County must assure itself that it has not only organized the county's process but must also be certain that its legal representatives have the depth and experience to guide the County through the complexities of the law and the challenges that inevitably will be faced.

# Timeline for 2011Redistricting and Subsequent General Election

**2010 Boundary & Annexation Survey (Census)**

**Jan-Mar 2010**
Boundary and Annexation Survey

**FALL 2010**
Precinct Verification Texas Legislative Council

**October 2010 Review & Verify Existing Plan**

Collect & Develop GIS Data

**Probable Census Release**

**April 1, 2011 Deadline for Release of 2010 Census Data**

**Redistricting Process**

**September 2011**
Check Voter Registration Lists – Within Statutory Limits 42.006

**September 2011**
Check Polling Locations /Redraw Election Precinct Boundaries

**September 2011**
Check Precinct Boundaries - Commissioner, JP, Municipal, School 42.005

**October 1, 2011**
Deadline for Changing Election Precinct Boundaries As A Result of Redistricting 42.032

Publication of Precinct Changes – Three Consecutive Weeks 42.035

**January 2012**
Effective Date of Election Precinct Changes – 42.033

**January 2012**
County Must File Boundary Changes with Secretary of State Within 120 Days of Order Adopting Changes – 42.037

**Submission to DOJ**

**November 2012 General Election**

Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2009 2010

2011

Initial Assessment

Adopt Rules, Criteria

Present Illustrative Plan

Public Hearing & Deadline for Public To Submit Plans

Assessment of Plans and Public Comments

Present Revised Plan

Adopt Plan

Assemble Exhibits for Submission

2012

March 2012 Primary Election

*Bickerstaff Heath Delgado Acosta LLP*
*3711 S. Mopac Expressway*
*Building One, Suite 300*
*Austin, Texas 78746*
*512/472-8021 (phone)*
*512/320-5638 (fax)*
*1-800-479-6646*
*www.bickerstaff.com*
*AUSTIN-EL PASO-HOUSTON-DALLAS*

©2009 Bickerstaff Heath Delgado Acosta LLP

Abatement Policy

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Grimes Kathy, Commissioner Pct. #2 |
| Submitted For: | Cynthia Long |
| Department: | Commissioner Pct. #2 |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and take appropriate action on Abatement Policy for Williamson County.

Background

This item was #37 on the September 29th, 2009 agenda. The Court requested some clarification of the policy be included which was addressed by changes made by Hal Hawes.

Fiscal Impact

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

Attachments

Link: Abatement Policy Draft

Form Routing/Status

| | |
|---|---|
| Form Started By: Grimes Kathy | Started On: 11/20/2009 11:33 AM |
| Final Approval Date: 11/24/2009 | |

**WILLIAMSON COUNTY TAX ABATEMENT POLICY**

**RESOLUTION**

**A RESOLUTION ADOPTING GUIDLEINES AND CRITERIA GOVERNING REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS WITHIN WILLIAMSON COUNTY, TEXAS.**

**WHEREAS,** the County of Williamson must compete with other counties across the State and across the Nation currently offering tax abatements and other incentives to attract new industry or to keep existing industry; and

**WHEREAS,** new jobs and industries will benefit the local economy, strengthen the real estate market, and generate future tax revenue; and

**WHEREAS,** pursuant to Section 312.002 and 312.401 of the Texas Property Tax code, V.A.T.S., the County may not designate an area as a reinvestment zone and may not enter into an abatement agreement unless the Commissioner's Court has established guidelines and criteria governing tax abatement agreements, Now Therefore

**BE IT RESOLVED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS**

That the following guidelines and criteria governing tax abatement agreements within Williamson County are hereby adopted.

**SECTION 1.**
**AUTHORIZATION FO ABATEMENT**

A. Economic Qualifications: In order for the owner of property within a reinvestment zone to be eligible to receive a tax abatement, the owner must show that the planned project will:

1. be a major investment on the zone that will substantially increase the appraised value of property within the zone; and
2. contribute to the retention or expansion of primary and secondary employment within the County.
3. provide for affordable health insurance for individuals employed by project.

B. Creation of New Value: An abatement may be granted for lonely the increased taxable value of the eligible property, property improvements, or business personal property made subsequent to and listed in an abatement agreement between the County and the property owner and lessee (if required), subject to such limitations as the County may require.

C. Agricultural Exemptions Denied: No tax abatement shall be granted for any property unless and until full market value taxes have been paid for the five years prior to the execution of a tax abatement agreement.

D. Industrial Districts: No tax abatement shall be granted for any property included in an Industrial District.

E. Tax Increment Financing Districts: No tax abatement shall be granted for any property included in a Tax Increment Financing District.

F. Eligible Property: Tax abatement agreements may exempt from taxation all or part of the increase in the value of the property over its value in the year in which the agreement is executed.

G. Owned/Leased Facilities: If a leased facility is granted abatement, the tax abatement agreement shall be signed by both the lessor and the lessee.

H. Value and Term of Abatement: Abatement shall be granted effective on a mutually agreed upon date. The percentage of the increase abated shall be determined in each tax abatement agreement; however, no tax abatement agreement shall exceed ten (10) years.

## SECTION II
## PUBLIC HEARING AND APPROVAL

A. Prior to entering into any tax abatement agreement, the County may, at its sole option, hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the tax abatement agreement.

B. Before approving any tax abatement agreement, the County must find that the terms of the proposed agreement meet these guidelines and criteria and that:
1. there will be no substantial adverse affect on the provision of county services or in its tax base; and
2. the planned use of the property will not constitute a hazard to public safety, health, or welfare.

## SECTION III
## AGREEMENT

In addition to the specific requirements of Sections 312.205 and 312.402 of the Property Tax Code, the tax abatement agreement shall include but not be limited to the following:

1. the amount of increase to be abated and the current taxable value of the property;

2. a percent of increase to be abated each year, designated by specific year;

3. a commencement and expiration date of abatement;

4. a proposed use of improvement, nature of construction, time schedule, map, and property description;

5. the number of jobs involved per year for the life of the tax abatement

Agreement; and

Deleted: .

6. a provision requiring the recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner fails to meet any performance criterion provided by the agreement, and payment of a penalty, or interest, or both on that recaptured property tax revenue.

**SECTION IV**
**ASSIGNMENT**

Tax abatement agreements may be assigned to a new owner or lessee of the improvements with the written approval of the County, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all duties and obligations of the assignor as set out in the agreement. No assignment shall be approved if the assignor or assignee is indebted to the County for ad valorem taxes or other obligations.

**SECTION V**
**AMENDMENTS TO GUIDLEINES**

This Resolution can be amended and added to upon action of the Commissioner's Court, and is effective upon the date of it's adoption and will remain in force until amended by the Commissioner's Court.
These guidelines and criteria are mutually exclusive of existing Industrial District agreements.

RESOLVED this _____ day of _____, 200___.

_____
Dan A. Gattis, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

Cap Metro Board Appointment

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Grimes Kathy, Commissioner Pct. #2 |
| Submitted For: | Cynthia Long |
| Department: | Commissioner Pct. #2 |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and take appropriate action on the Williamson County appointment to the Cap Metro Board of Directors.

Background

The Court approved setting the process to fill the Williamson County appointment to the Cap Metro Board of Directors on October 30th, 2009. Commissioners Long and Birkman were appointed to interview applicants that applied for the position and to make a recommendation back to the Court. The applications were accepted until 5:00 pm on Thursday, November 12th.

Fiscal Impact

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

Attachments

Link: Applicant Resume

Form Routing/Status

| | |
|---|---|
| Form Started By: Grimes Kathy | Started On: 11/20/2009 12:17 PM |
| Final Approval Date: 11/24/2009 | |

**Norm Chafetz**
11000 Rustic Manor Lane
Austin, TX 78750
512-331-9341
nchafetz@gmail.com

RECEIVED
NOV 6 2009
BY: Kim Fox

November 6, 2009

Hon. Lisa Birkman
Hon. Cynthia Long
Williamson County Commissioners Court
350 Discovery Blvd., Ste 201
Cedar Park, TX 78613

Dear Commissioners Birkman and Long:

I am applying for the Williamson County appointment to the Capital Metropolitan Transportation Authority Board of Directors. I believe that I offer a unique set of qualifications including:

**Public Transportation Experience**
I have worked for a state Department of Transportation, a large Metropolitan Planning Organization, the Federal Transit Administration, two regional public transit authorities and a public transit advocacy trade association. These assignments have provided me comprehensive knowledge of bus and rail transit development, financing, management and operational issues.

**Policy Board Governance Experience**
I have served as a director on a Municipal Utility District Board, as a Paramount Theater Board member, and as a Zoning Board of Appeals Board Member. This has given me experience in working effectively with other board members and staff in developing and implementing public policy.

**Time Commitment**
Since I currently work part-time and set my own hours I am able to devote as much time as necessary to work on Capital Metro issues.

My current resume and a synopsis of my public transit experience are enclosed for your review. I would appreciate the opportunity to meet with both of you to fully explore how my background and skills would benefit Capital Metro and Williamson County.

Sincerely,

Norm Chafetz

**Director of Grants Administration, Houston Metro, Houston, TX** **1979 - 1985**
Organized and supervised the federal grants program. Obtained over $250 million in federal grants for transit system development. Involved in major transportation project planning and programming. Represented the agency in dealings with the U.S. Congress, the Texas Legislature, local governments, the Houston-Galveston Area Council of Governments and relevant regulatory agencies.

**Senior Program Manager, Federal Transit Administration, Chicago, IL** **1973 - 1979**
Managed multi-million dollar federal planning and capital grant programs designed to assist Metropolitan Planning Organizations and local transit authorities in improving regional mobility. Involved in certification of the regional planning process.

**Transportation Planner, Northeastern Illinois Planning Commission, Chicago, IL** **1970 - 1973**
Assisted in developing a long range comprehensive transportation plan for northeastern Illinois and northwestern Indiana. The primary focus was on addressing future commuter rail and feeder bus expansion needs to meet suburban growth. Also involved in reviewing local transportation improvement plans for consistency with the regional land use plan.

## EDUCATION

**BA Political Science**
Southern Illinois University, Carbondale, IL

**Graduate Study Public Administration**
Roosevelt University, Chicago, IL

**Urban Mass Transit Management Seminar**
Northeastern University, Boston, MA

**Chicago Transit Authority Technical Institute**
Chicago, IL

**Bay Area Urban Transit Institute**
San Francisco, CA

## PROFESSIONAL AFFILIATIONS & COMMUNITY SERVICE

American Public Transit Association - Legislative and State Affairs Committees
American Society of Association Executives
American Society for Public Administration
Anderson Mill Municipal Utility District - Board of Directors
Anderson Mill Neighborhood Association - President
Arizona Town Hall on Transportation Participant
Austin Clean Cities - Marketing & Infrastructure and Legislative Subcommittees and Executive Committee
Capital Area Regional Transportation Planning Organization
Central Texas Association of Utility Districts
Houston Chamber of Commerce - Government Affairs Committee
Lake Hills Economic Development Council, Austin, TX
Paramount Theater, Austin, TX - Board of Directors
Phoenix Chamber of Commerce - Transportation Committee and Valleywide Transit Task Force
Tempe Chamber of Commerce - Transportation Committee
Texas Natural Resource Conservation Commission - Alternative Fuels Working Group
Texas Society of Association Executives
Zoning Board of Appeals, Wheeling, IL - Member

RECEIVED
NOV 6 2009
BY: Kim Fox

RECEIVED
NOV 6 2009
BY: Kim Fox

# Norm Chafetz
## Public Transportation Experience Synopsis

### Summary

Over seventeen years of experience in the planning, design and financing of public transportation and intermodal projects. This includes regional planning, public involvement, demand forecasting and modeling, major investment studies, Transportation Systems Management Analysis, consultant selection and management, peer review, preliminary engineering, station area planning, intermodal integration, way and structure design, right of way acquisition, vehicle specification development and acquisition, service and operational planning, contract management, project management and federal grants acquisition.

### Relevant Experience

**Transportation Planner, Illinois Department of Transportation**
Managed a study of transit distribution options within the Chicago Central Business District. This included development of an east-west subway line to link the commuter rail stations on the western side of the CBD with the central and northern sections of the CBD. It also included a study of the feasibility of relocating the loop elevated structure below grade.

**Transportation Planning Manager, Northeastern Illinois Planning Commission**
Supervised a project team involved in developing a long range comprehensive transportation plan for northeastern Illinois and northwestern Indiana. Primary focus was on addressing future regional commuter rail and feeder bus expansion needs to meet suburban growth. Also involved in reviewing local transportation improvement plans for consistency with the regional land use plan.

**Senior Program Manager, Federal Transit Administration**
Served as the federal program representative for several major rail development and bus expansion projects in the Midwest. These included the CTA rail extension to Chicago's O'Hare Airport, the development of new rail service along the southwest corridor to Chicago's Midway Airport, the development of new commuter rail service from the Chicago Central Business District to the northwest suburbs, the Shaker Heights Light Rail Extension in Cleveland, Ohio, the Detroit Light Rail Major Investment Study, the Dayton Light Rail Feasibility study, and the Minneapolis-St. Paul Rail Feasibility Study.

**Federal Relations and Grants Director, Houston Metro**
Member of a project team involved in the planning and financing of the Alternatives Analysis/DEIS, Preliminary Engineering and Rail Vehicle Acquisition for the Westpark Rail Project. Also involved in the planning and implementation of several HOV lane projects, Park and Ride expansion projects and a major bus and maintenance facility expansion program. Successfully acquired over $260 million in federal grants to fund major systems improvements. Assisted in development and implementation of community outreach programs.

**Government Relations Director, Capital Metro**
Project team member of the original Transitway Corridor Analysis Project and on the project consultant selection team. Also involved in the planning and development of Capital Metro's Park and Ride and bus expansion program. Successfully acquired over $30 million in discretionary federal grants funds for major systems improvements. Assisted in development and implementation of community outreach programs.

**Executive Director, Arizona Transit Association**
Involved in Valleywide transportation initiatives such as the Governor's Air Quality Task Force, the Phoenix Chamber of Commerce Transportation Committee and the Arizona DOT Transit Group. Member of the Arizona Town Hall session that developed statewide transportation investment and policy recommendations to the Governor and Legislature.

**Additional**
I have also gained relevant experience through my participation in the Chicago Transit Authority Technical Institute, the Bay Area Urban Transit Institute, APTA committee participation and through first hand exposure to new and existing bus and rail systems in many cities around the country.

**Norm Chafetz**
11000 Rustic Manor Lane Austin, Texas 78750
Phone: 512-331-9341 Mobile: 512-656-2777
nchafetz@gmail.com

RECEIVED
NOV 6 2009
BY: Kim Fox

## PROFILE

Experienced in public transportation management and operations, government and public affairs, project management, community and media relations, trade association management, strategic planning, business development, sales and marketing. Excellent analytical, communication and inter-personal skills. Proficient in the use of popular PC software applications and the Internet.

## EMPLOYMENT HISTORY

**Distributed Scorer (Part time), Pearson Educational Measurement** **2006 - Present**
Read and assign scores to the written essay portion of the ACT College Entrance Exam.

**Business Development Consultant, Austin, TX** **2001 - Present**
Assist information technology companies in development and fulfillment of their public sector sales and business development objectives and public relations strategies. Conduct organizational analyses, media outreach, market research, strategic plan development, competitive analyses, lead generation and sales presentations. Assist in developing responses to RFP's and RFQ's. Clients include SchlumbergerSema, Metadot, Caleb Technologies, Ipso Facto and Odyssey.

**Regional Sales Director, Carta, Inc., Austin, TX** **1998 - 2001**
Consulted with state and local government agencies on ways to use the Internet to more effectively handle E-Government initiatives such as on-line licensing, tax payments and permitting. Sold systems integration services. Developed relationships and alliances with strategic business partners.

**Executive Director, Arizona Transit Association, Phoenix, AZ** **1995 - 1998**
Led a 115 member non-profit association. Supervised all association functions including legislative and regulatory agency relations, public information and media relations, community outreach, coalition building, budget development and management, membership recruitment and retention, Board Committee coordination, fund raising, conference and meeting planning, newsletter production and member communications.

**VP of Marketing, Exprofuels, Austin, TX** **1991 - 1995**
Supervised the sales, marketing and business development activities of an organization involved in marketing alternative fuels to government and commercial fleets. Obtained and managed a major fleet conversion contract at Tinker Air Force Base in Oklahoma City. Represented the company in relations with the U.S. Environmental Protection Agency, the U.S. Department of Energy, the Texas Natural Resource and Conservation Commission and the Texas Legislature.

**Government Marketing Director, CompuAdd Corporation, Austin, TX** **1987 - 1991**
Organized, staffed and supervised the government and educational sales and marketing channel for a personal computer manufacturer accounting for over 20% of company revenues. Oversaw all public sector business development activities. Negotiated computer supply contracts for the states of Texas, Colorado and Georgia. Negotiated the federal GSA contract.

**Director of Government Relations, Capital Metro, Austin, TX** **1985 - 1987**
Organized and supervised the federal, state and local intergovernmental relations program for a newly created regional transit authority. Obtained over $60 million in federal grants for transit system development. Involved in major transportation project planning and programming. Represented the agency in dealings with the U.S. Congress, the Texas Legislature, local governments and relevant regulatory agencies.

Discuss and take appropriate action regarding matters concerning personnel in the matter of reorganization of the Human Resources Department.

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Lisa Zirkle, Human Resources |
| Submitted For: | Lisa Zirkle |
| Department: | Human Resources |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Discuss and take appropriate action regarding matters concerning personnel in the matter of reorganization of the Human Resources Department.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Lisa Zirkle | Started On: 11/11/2009 09:14 PM |
| Final Approval Date: 11/12/2009 | |

US 183 at FM 3405 Intersection Improvements

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Patrick Strittmatter, Purchasing |
| Submitted For: | Jonathan Harris |
| Department: | Purchasing |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider awarding bids received for Bid # 10WC805, US 183 at FM 3405 Intersection Improvements, to the lowest and best bidder meeting specifications- Aaron Concrete Contractors, Inc.

Background

Fiscal Impact

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

Attachments

Link: Recommendation

Form Routing/Status

| | |
|---|---|
| Form Started By: Patrick Strittmatter | Started On: 11/23/2009 03:41 PM |
| Final Approval Date: 11/24/2009 | |

**HNTB Corporation**
Engineers Architects Planners

14 Galloping Road
Round Rock, Texas 78681

Telephone (512) 744-9082
Facsimile (512) 248-9940
www.hntb.com

November 23, 2009

Williamson County Purchasing Department
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626

Attention: Jonathan Harris
Assistant Purchasing Agent

Re: Williamson County Road Bond Program
US 183 at FM 3405 Intersection Improvements
Williamson County Project No. 10WC805
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and found to be correct. The bids are therefore accepted as hereby submitted, with Aaron Concrete Contractors being the low bidder. Following is a summary of the bid totals:

| | | |
|---|---|---|
| 1. | Aaron Concrete Contractors | $379,185.10 |
| 2. | Capital Excavation | $404,493.00 |
| 3. | Patin Construction | $408,599.98 |
| 4. | Joe Bland Construction | $413,876.81 |
| 5. | Lindsey Contractors | $458,352.59 |
| 6. | Royal Vista Inc. | $520,720.82 |

The Contractor's low bid is $64,568.02 under the Engineer's estimated cost of construction. This represents an approximate 15% savings to the County. Additionally, the lowest four bids are within 10% of each other, representing extremely competitive bidding.

In addition to meeting the bid qualifications subject to being low bidder, Aaron Concrete Contractors has successfully completed the RM 620 Phase 1 Improvements project under the Road Bond Program. Based on the quality of work performed by the Contractor and the favorable working relationships established with the County and its Representatives, we concur with the recommendation of the Design Engineer, Brown & Gay Engineers, for award of the US

183 at FM 3405 Intersection Improvements construction contract to Aaron Concrete Contractors in the contract amount of $379,185.10.

Please feel free to contact our office with any questions.

Respectfully Submitted,

**HNTB Corporation**



James D. Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Bob Daigh, Williamson County Director of Infrastructure
Joe England, Williamson County Engineer
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Frederico Mendoza, Brown & Gay
Project File

BROWN & GAY ENGINEERS, INC.

November 20, 2009

Mr. James Klotz, PE
Project Manager
HNTB Corporation
14 Galloping Road
Round Rock, TX 78681

Re: **Recommendation of Award**
US 183 at FM 3405 Left Turn Lane Construction
Williamson County Project No. 09WC713
BGE Job No. WIL01-02

Dear Mr. Klotz:

On November 19, 2009 six bid proposals were received for the above referenced project. Aaron Concrete Contractors, LP submitted the lowest total bid of $379,185.10. This bid compares favorably with the Engineer's estimate of $443,753.00.

This contractor has completed similar projects for Williamson County in the past and it appears that their performance has been satisfactory. Based on the bid submitted, it is recommended that Aaron Concrete Contractors, LP be authorized to perform this work for the proposed amount of $379,185.10.

Should you have any questions or require any additional information, please contact me at 512-879-0400. Attached please find a copy of the bid tabulation sheet.

Sincerely,

Federico J. Mendoza, PE, PTOE
Project Manager

Attachment/

Williamson County Road Bond Program
10WC805 - US 183 @ FM 3405 Intersection Improvements
HNTB Bid Tabulation
November 23, 2009

**Bid Comparison**

| Bidder | Bid Amount | Rank | Difference from Engineer's Estimate ($) | Difference from Engineer's Estimate (%) | Difference from Low Bid ($) | Difference from Low Bid (%) |
|---|---|---|---|---|---|---|
| AARON CONCRETE CONTRACTORS | $ 379,185.10 | 1 | $ (64,568.02) | -14.55% | - | - |
| CAPITAL EXCAVATION | $ 404,493.00 | 2 | $ (39,260.12) | -8.85% | $ 25,307.90 | 6.67% |
| PATIN CONSTRUCTION | $ 408,599.98 | 3 | $ (35,153.14) | -7.9% | $ 29,414.88 | 7.8% |
| JOE BLAND CONSTRUCTION | $ 413,876.81 | 4 | $ (29,876.31) | -6.7% | $ 34,691.71 | 9.1% |
| LINDSEY CONTRACTORS | $ 458,352.59 | 5 | $ 14,599.47 | 3.3% | $ 79,167.49 | 20.9% |
| ROYAL VISTA INC | $ 520,720.82 | 6 | $ 76,967.70 | 17.3% | $ 141,535.72 | 37.3% |

Williamson County Road Bond Program
10WC805 - US 183 @ FM 3405 Intersection Improvements
HNTB Bid Tabulation
November 23, 2009

| BID ITEM | TECH SPEC | DESCRIPTION | BID QUANTITY | UNIT MEASURE | ENGINEER'S ESTIMATE | | AARON CONCRETE CONTRACTORS | | CAPITAL EXCAVATION | | PATIN CONSTRUCTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID |
| 1 | 100-2002 | PREPARING ROW | 23.9 | STA | $1,000.00 | $23,860.00 | $430.00 | $10,259.80 | $1,000.00 | $23,860.00 | $500.00 | $11,930.00 |
| 2 | 105-2020 | REMOVING STAB BASE & ASPH PAV (12") | 530 | SY | $6.00 | $3,181.32 | $6.50 | $3,446.43 | $13.00 | $6,892.86 | $10.00 | $5,302.20 |
| 3 | 110-2001 | EXCAVATION (ROADWAY) | 2,207 | CY | $4.00 | $8,828.00 | $6.90 | $15,228.30 | $8.00 | $17,656.00 | $5.00 | $11,035.00 |
| 4 | 132-2004 | EMBANKMENT (FINAL) (DENS CONT) (TY B) | 1,758.0 | CY | $10.00 | $17,580.00 | $6.90 | $12,130.20 | $9.00 | $15,822.00 | $2.50 | $4,395.00 |
| 5 | 164-2023 | CELL FBR MLCH SEED (PERM) (RURAL) (CLAY) | 10,566 | SY | $0.20 | $2,113.20 | $0.18 | $1,901.88 | $0.20 | $2,113.20 | $0.19 | $2,007.54 |
| 6 | 164-2029 | CELL FBR MLCH SEED (TEMP) (WARM) | 5,283 | SY | $0.20 | $1,056.60 | $0.18 | $950.94 | $0.20 | $1,056.60 | $0.19 | $1,003.77 |
| 7 | 164-2031 | CELL FBR MLCH SEED (TEMP) (COOL) | 5,283 | SY | $0.20 | $1,056.60 | $0.18 | $950.94 | $0.20 | $1,056.60 | $0.19 | $1,003.77 |
| 8 | 166-2001 | FERTILIZER | 2 | AC | $300.00 | $654.00 | $252.00 | $549.36 | $252.00 | $549.36 | $264.60 | $576.83 |
| 9 | 168-2001 | VEGETATIVE WATERING | 106 | MG | $15.00 | $1,584.90 | $27.00 | $2,852.82 | $15.00 | $1,584.90 | $10.00 | $1,056.60 |
| 10 | 247-2044 | FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS) | 1,903 | CY | $22.00 | $41,866.00 | $26.90 | $51,190.70 | $24.50 | $46,623.50 | $22.00 | $41,866.00 |
| 11 | 310-2002 | PRIME COAT (AE-P) | 695 | GAL | $5.00 | $3,475.00 | $3.75 | $2,606.25 | $4.00 | $2,780.00 | $3.15 | $2,189.25 |
| 12 | 316-2008 | ASPH (HFRS-2P) | 6,649 | GAL | $3.00 | $19,947.00 | $2.70 | $17,952.30 | $2.80 | $18,617.20 | $3.66 | $24,335.34 |
| 13 | 316-2416 | AGGR (TY D) (GR 4) | 151 | CY | $50.00 | $7,550.00 | $76.00 | $11,476.00 | $79.00 | $11,929.00 | $59.90 | $9,044.90 |
| 14 | 341-2011 | D - GR HMA (QCQA) TY - B PG64 - 22 | 1,017.0 | TON | $60.00 | $61,020.00 | $56.00 | $56,952.00 | $46.00 | $46,782.00 | $55.00 | $55,935.00 |
| 15 | 341-2047 | D - GR HMA (QCQA) TY - C (SAC A) PG70 - 22 | 1,828.0 | TON | $70.00 | $127,960.00 | $60.00 | $109,680.00 | $54.00 | $98,712.00 | $65.46 | $119,660.88 |
| 16 | 354-2021 | PLANE ASPH CONC PAV (0" TO 2") | 1,211.0 | SY | $2.00 | $2,422.00 | $2.55 | $3,088.05 | $3.00 | $3,633.00 | $2.70 | $3,269.70 |
| 17 | 464-2003 | RC PIPE (CL III) (18 IN) | 222.00 | LF | $30.00 | $6,660.00 | $36.00 | $7,992.00 | $40.00 | $8,880.00 | $40.00 | $8,880.00 |
| 18 | 467-2286 | SET (TY II) (18 IN) (RCP) (6:1) (P) | 8.00 | EA | $900.00 | $7,200.00 | $690.00 | $5,520.00 | $800.00 | $6,400.00 | $1,100.00 | $8,800.00 |
| 19 | 496-2007 | REMOV STR (PIPE) | 165.00 | LF | $15.00 | $2,475.00 | $4.50 | $742.50 | $10.00 | $1,650.00 | $10.00 | $1,650.00 |
| 20 | 500-2001 | MOBILIZATION (10%) | 1.0 | LS | $40,000.00 | $40,000.00 | $24,300.00 | $24,300.00 | $40,000.00 | $40,000.00 | $40,000.00 | $40,000.00 |
| 21 | 502-2001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | 3.0 | MO | $4,000.00 | $12,000.00 | $975.00 | $2,925.00 | $2,500.00 | $7,500.00 | $6,000.00 | $18,000.00 |
| 22 | 506-2001 | ROCK FILTER DAMS (INSTALL) (TY 2) | 90.0 | LF | $20.00 | $1,800.00 | $18.50 | $1,665.00 | $18.50 | $1,665.00 | $19.43 | $1,748.70 |
| 23 | 506-2009 | ROCK FILTER DAMS (REMOVE) | 90 | LF | $8.00 | $720.00 | $9.00 | $810.00 | $9.00 | $810.00 | $9.45 | $850.50 |
| 24 | 506-2034 | TEMPORARY SEDIMENT CONTROL FENCE | 847 | LF | $3.00 | $2,541.00 | $1.85 | $1,566.95 | $1.85 | $1,566.95 | $1.94 | $1,643.18 |
| 25 | 530-2011 | DRIVEWAYS (ACP) | 115 | SY | $35.00 | $4,025.00 | $16.00 | $1,840.00 | $30.00 | $3,450.00 | $7.72 | $887.80 |
| 26 | 530-2017 | TURNOUTS (ACP) | 304 | SY | $35.00 | $10,640.00 | $16.00 | $4,864.00 | $15.00 | $4,560.00 | $15.44 | $4,693.76 |
| 27 | 560-2010 | MAILBOX INSTALL - S (TWG - POST) TY 1 FND | 3 | EA | $300.00 | $900.00 | $225.00 | $675.00 | $225.00 | $675.00 | $236.25 | $708.75 |
| 28 | 610-2072 | REMOVE RDWY ILL ASSEM | 2 | EA | $300.00 | $600.00 | $500.00 | $1,000.00 | $530.90 | $1,061.80 | $525.00 | $1,050.00 |
| 29 | 644-2001 | INS SM RD SN SUP & AM TY 10BWG (1) SA (P) | 7 | EA | $350.00 | $2,450.00 | $335.00 | $2,345.00 | $335.00 | $2,345.00 | $351.75 | $2,462.25 |
| 30 | 644-2004 | INS SM RD SN SUP & AM TY 10BWG (1) SA (T) | 2 | EA | $500.00 | $1,000.00 | $450.00 | $900.00 | $450.00 | $900.00 | $472.50 | $945.00 |
| 31 | 644-2060 | REMOVE SM RD SN SUP & AM | 10 | EA | $70.00 | $700.00 | $75.00 | $750.00 | $75.00 | $750.00 | $78.75 | $787.50 |
| 32 | 662-2113 | WK ZN PAV MRK SHT TERM (TAB) TY W | 296 | EA | $1.00 | $296.00 | $1.50 | $444.00 | $1.00 | $296.00 | $1.31 | $387.76 |
| 33 | 662-2115 | WK ZN PAV MRK SHT TERM (TAB) TY Y-2 | 196 | EA | $1.20 | $235.20 | $2.00 | $392.00 | $1.00 | $196.00 | $1.31 | $256.76 |
| 34 | 666-2002 | REFL PAV MRK TY I (W) 4" (BRK) (090MIL) | 1,160 | LF | $0.30 | $348.00 | $0.23 | $266.80 | $0.35 | $406.00 | $0.24 | $278.40 |
| 35 | 666-2011 | REFL PAV MRK TY I (W) 4" (SLD) (090MIL) | 4,787 | LF | $0.30 | $1,436.10 | $0.22 | $1,053.14 | $0.35 | $1,675.45 | $0.23 | $1,101.01 |
| 36 | 666-2035 | REFL PAV MRK TY I (W) 8" (SLD) (090MIL) | 930 | LF | $0.75 | $697.50 | $0.45 | $418.50 | $0.70 | $651.00 | $0.47 | $437.10 |

| BID ITEM | TECH SPEC | DESCRIPTION | BID QUANTITY | UNIT MEASURE | ENGINEER'S ESTIMATE | | AARON CONCRETE CONTRACTORS | | CAPITAL EXCAVATION | | PATIN CONSTRUCTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID |
| 37 | 666-2047 | REFL PAV MRK TY I (W) 24" (SLD) (090MIL) | 106 | LF | $5.00 | $530.00 | $4.30 | $455.80 | $4.75 | $503.50 | $4.52 | $479.12 |
| 38 | 666-2053 | REFL PAV MRK TY I (W) (ARROW) (090MIL) | 4 | EA | $80.00 | $320.00 | $90.00 | $360.00 | $85.00 | $340.00 | $94.50 | $378.00 |
| 39 | 666-2095 | REFL PAV MRK TY I (W) (WORD) (090MIL) | 4 | EA | $100.00 | $400.00 | $125.00 | $500.00 | $100.00 | $400.00 | $131.25 | $525.00 |
| 40 | 666-2110 | REFL PAV MRK TY I (Y) 4" (SLD) (090MIL) | 6,816 | LF | $0.30 | $2,044.80 | $0.23 | $1,567.68 | $0.37 | $2,521.92 | $0.24 | $1,635.84 |
| 41 | 666-2131 | REFL PAV MRK TY I (Y) 24" (SLD) (090MIL) | 450 | LF | $5.00 | $2,250.00 | $4.30 | $1,935.00 | $4.75 | $2,137.50 | $4.52 | $2,034.00 |
| 42 | 666-2142 | REFL PAV MRK TY II (W) 4" (BRK) | 1,160 | LF | $0.30 | $348.00 | $0.12 | $139.20 | $0.15 | $174.00 | $0.13 | $150.80 |
| 43 | 666-2145 | REFL PAV MRK TY II (W) 4" (SLD) | 4,787 | LF | $0.30 | $1,436.10 | $0.12 | $574.44 | $0.15 | $718.05 | $0.13 | $622.31 |
| 44 | 666-2153 | REFL PAV MRK TY II (W) 8" (SLD) | 930 | LF | $0.30 | $279.00 | $0.24 | $223.20 | $0.30 | $279.00 | $0.25 | $232.50 |
| 45 | 666-2157 | REFL PAV MRK TY II (W) 24" (SLD) | 106 | LF | $2.50 | $265.00 | $1.75 | $185.50 | $2.75 | $291.50 | $1.84 | $195.04 |
| 46 | 666-2160 | REFL PAV MRK TY II (W) (ARROW) | 4 | EA | $40.00 | $160.00 | $30.00 | $120.00 | $60.00 | $240.00 | $31.50 | $126.00 |
| 47 | 666-2173 | REFL PAV MRK TY II (W) (WORD) | 4 | EA | $50.00 | $200.00 | $45.00 | $180.00 | $80.00 | $320.00 | $47.25 | $189.00 |
| 48 | 666-2178 | REFL PAV MRK TY II (Y) 4" (SLD) | 6,816 | LF | $0.30 | $2,044.80 | $0.12 | $817.92 | $0.15 | $1,022.40 | $0.13 | $886.08 |
| 49 | 666-2185 | REFL PAV MRK TY II (Y) 24" (SLD) | 450.0 | LF | $2.50 | $1,125.00 | $1.75 | $787.50 | $2.75 | $1,237.50 | $1.84 | $828.00 |
| 50 | 672-2012 | REFL PAV MRKR TY I - C | 152 | EA | $4.00 | $608.00 | $3.50 | $532.00 | $3.50 | $532.00 | $3.68 | $559.36 |
| 51 | 672-2015 | REFL PAV MRKR TY II - A - A | 326.00 | EA | $4.00 | $1,304.00 | $3.50 | $1,141.00 | $3.50 | $1,141.00 | $3.68 | $1,199.68 |
| 52 | 680-2002 | INSTALL HWY TRF SIG (ISOLATED) | 1.00 | EA | $5,000.00 | $5,000.00 | $2,000.00 | $2,000.00 | $2,123.61 | $2,123.61 | $2,100.00 | $2,100.00 |
| 53 | 682-2003 | BACK PLATE (12") (5 SEC) | 2 | EA | $100.00 | $200.00 | $125.00 | $250.00 | $100.87 | $201.74 | $131.25 | $262.50 |
| 54 | 672-2022 | VEH SIG SEC (12") LED (GRN ARW) | 2 | EA | $250.00 | $500.00 | $310.00 | $620.00 | $233.60 | $467.20 | $325.50 | $651.00 |
| 55 | 682-2023 | VEH SIG SEC (12") LED (GRN) | 2 | EA | $250.00 | $500.00 | $325.00 | $650.00 | $249.53 | $499.06 | $341.25 | $682.50 |
| 56 | 682-2024 | VEH SIG SEC (12") LED (YEL ARW) | 2 | EA | $240.00 | $480.00 | $305.00 | $610.00 | $246.34 | $492.68 | $320.25 | $640.50 |
| 57 | 682-2025 | VEH SIG SEC (12") LED (YEL) | 2 | EA | $240.00 | $480.00 | $325.00 | $650.00 | $265.45 | $530.90 | $341.25 | $682.50 |
| 58 | 682-2027 | VEH SIG SEC (12") LED (RED) | 2 | EA | $200.00 | $400.00 | $300.00 | $600.00 | $226.17 | $452.34 | $315.00 | $630.00 |
| 59 | 690-2007 | REPLACE OF GROUND BOXES | 4 | EA | $500.00 | $2,000.00 | $650.00 | $2,600.00 | $690.17 | $2,760.68 | $682.50 | $2,730.00 |
| | TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS | | | | | **$443,753.12** | | **$379,185.10** | | **$404,493.00** | | **$408,599.98** |
| | ACTUAL BASE BID PROPOSAL | | | | | | | $379,185.10 | | $404,493.00 | | $408,599.98 |
| | ADJUSTMENT DIFFERENCE | | | | | | | $0.00 | | $0.00 | | $0.00 |
| | Acknowledgement of Addenda: | | | | | | | | | | | |
| | Addendum No. 1 | | | | | | | Yes | | Yes | | Yes |
| | Bid Bond | | | | | | | Yes | | Yes | | Yes |
| | Conflict of Interest Statement | | | | | | | Yes | | Yes | | Yes |
| | References (Mimimum of three) | | | | | | | Yes | | Yes | | Yes |

Williamson County Road Bond Program
10WC805 - US 183 @ FM 3405 Intersection Improvements
HNTB Bid Tabulation
November 23, 2009

| BID ITEM | TECH SPEC | DESCRIPTION | BID QUANTITY | UNIT MEASURE | JOE BLAND CONSTRUCTION | | LINDSEY CONTRACTORS | | ROYAL VISTA INC | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID |
| 1 | 100-2002 | PREPARING ROW | 23.9 | STA | $714.00 | $17,036.04 | $775.00 | $18,491.50 | $750.00 | $17,895.00 |
| 2 | 105-2020 | REMOVING STAB BASE & ASPH PAV (12") | 530 | SY | $4.00 | $2,120.88 | $12.00 | $6,362.64 | $4.00 | $2,120.88 |
| 3 | 110-2001 | EXCAVATION (ROADWAY) | 2,207 | CY | $5.70 | $12,579.90 | $7.00 | $15,449.00 | $5.00 | $11,035.00 |
| 4 | 132-2004 | EMBANKMENT (FINAL) (DENS CONT) (TY B) | 1,758.0 | CY | $5.75 | $10,108.50 | $8.00 | $14,064.00 | $5.00 | $8,790.00 |
| 5 | 164-2023 | CELL FBR MLCH SEED (PERM) (RURAL) (CLAY) | 10,566 | SY | $0.20 | $2,113.20 | $0.20 | $2,113.20 | $0.32 | $3,381.12 |
| 6 | 164-2029 | CELL FBR MLCH SEED (TEMP) (WARM) | 5,283 | SY | $0.20 | $1,056.60 | $0.20 | $1,056.60 | $0.32 | $1,690.56 |
| 7 | 164-2031 | CELL FBR MLCH SEED (TEMP) (COOL) | 5,283 | SY | $0.20 | $1,056.60 | $0.20 | $1,056.60 | $0.32 | $1,690.56 |
| 8 | 166-2001 | FERTILIZER | 2 | AC | $275.00 | $599.50 | $250.00 | $545.00 | $500.00 | $1,090.00 |
| 9 | 168-2001 | VEGETATIVE WATERING | 106 | MG | $21.00 | $2,218.86 | $12.00 | $1,267.92 | $50.00 | $5,283.00 |
| 10 | 247-2044 | FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS) | 1,903 | CY | $27.00 | $51,381.00 | $28.00 | $53,284.00 | $28.00 | $53,284.00 |
| 11 | 310-2002 | PRIME COAT (AE-P) | 695 | GAL | $4.00 | $2,780.00 | $1.10 | $764.50 | $5.00 | $3,475.00 |
| 12 | 316-2008 | ASPH (HFRS-2P) | 6,649 | GAL | $2.90 | $19,282.10 | $3.00 | $19,947.00 | $5.50 | $36,569.50 |
| 13 | 316-2416 | AGGR (TY D) (GR 4) | 151 | CY | $82.00 | $12,382.00 | $100.00 | $15,100.00 | $70.00 | $10,570.00 |
| 14 | 341-2011 | D - GR HMA (QCQA) TY - B PG64 - 22 | 1,017.0 | TON | $61.00 | $62,037.00 | $55.00 | $55,935.00 | $70.00 | $71,190.00 |
| 15 | 341-2047 | D - GR HMA (QCQA) TY - C (SAC A) PG70 - 22 | 1,828.0 | TON | $65.00 | $118,820.00 | $65.00 | $118,820.00 | $72.00 | $131,616.00 |
| 16 | 354-2021 | PLANE ASPH CONC PAV (0" TO 2") | 1,211.0 | SY | $3.50 | $4,238.50 | $7.00 | $8,477.00 | $8.00 | $9,688.00 |
| 17 | 464-2003 | RC PIPE (CL III) (18 IN) | 222.00 | LF | $32.00 | $7,104.00 | $39.00 | $8,658.00 | $60.00 | $13,320.00 |
| 18 | 467-2286 | SET (TY II) (18 IN) (RCP) (6:1) (P) | 8.00 | EA | $1,950.00 | $15,600.00 | $450.00 | $3,600.00 | $1,800.00 | $14,400.00 |
| 19 | 496-2007 | REMOV STR (PIPE) | 165.00 | LF | $10.00 | $1,650.00 | $7.00 | $1,155.00 | $10.00 | $1,650.00 |
| 20 | 500-2001 | MOBILIZATION (10%) | 1.0 | LS | $15,683.00 | $15,683.00 | $40,000.00 | $40,000.00 | $47,000.00 | $47,000.00 |
| 21 | 502-2001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | 3.0 | MO | $1,700.00 | $5,100.00 | $2,000.00 | $6,000.00 | $6,000.00 | $18,000.00 |
| 22 | 506-2001 | ROCK FILTER DAMS (INSTALL) (TY 2) | 90.0 | LF | $20.00 | $1,800.00 | $25.00 | $2,250.00 | $30.00 | $2,700.00 |
| 23 | 506-2009 | ROCK FILTER DAMS (REMOVE) | 90 | LF | $9.00 | $810.00 | $12.00 | $1,080.00 | $15.00 | $1,350.00 |
| 24 | 506-2034 | TEMPORARY SEDIMENT CONTROL FENCE | 847 | LF | $2.00 | $1,694.00 | $2.00 | $1,694.00 | $2.00 | $1,694.00 |
| 25 | 530-2011 | DRIVEWAYS (ACP) | 115 | SY | $43.00 | $4,945.00 | $60.00 | $6,900.00 | $12.00 | $1,380.00 |
| 26 | 530-2017 | TURNOUTS (ACP) | 304 | SY | $38.00 | $11,552.00 | $45.00 | $13,680.00 | $12.00 | $3,648.00 |
| 27 | 560-2010 | MAILBOX INSTALL - S (TWG - POST) TY 1 FND | 3 | EA | $245.00 | $735.00 | $600.00 | $1,800.00 | $650.00 | $1,950.00 |
| 28 | 610-2072 | REMOVE RDWY ILL ASSEM | 2 | EA | $545.00 | $1,090.00 | $700.00 | $1,400.00 | $300.00 | $600.00 |
| 29 | 644-2001 | INS SM RD SN SUP & AM TY 10BWG (1) SA (P) | 7 | EA | $365.00 | $2,555.00 | $990.00 | $6,930.00 | $900.00 | $6,300.00 |
| 30 | 644-2004 | INS SM RD SN SUP & AM TY 10BWG (1) SA (T) | 2 | EA | $490.00 | $980.00 | $990.00 | $1,980.00 | $900.00 | $1,800.00 |
| 31 | 644-2060 | REMOVE SM RD SN SUP & AM | 10 | EA | $81.00 | $810.00 | $120.00 | $1,200.00 | $150.00 | $1,500.00 |
| 32 | 662-2113 | WK ZN PAV MRK SHT TERM (TAB) TY W | 296 | EA | $2.00 | $592.00 | $1.00 | $296.00 | $2.00 | $592.00 |
| 33 | 662-2115 | WK ZN PAV MRK SHT TERM (TAB) TY Y-2 | 196 | EA | $2.00 | $392.00 | $1.00 | $196.00 | $2.00 | $392.00 |
| 34 | 666-2002 | REFL PAV MRK TY I (W) 4" (BRK) (090MIL) | 1,160 | LF | $0.25 | $290.00 | $0.32 | $371.20 | $0.40 | $464.00 |
| 35 | 666-2011 | REFL PAV MRK TY I (W) 4" (SLD) (090MIL) | 4,787 | LF | $0.24 | $1,148.88 | $0.31 | $1,483.97 | $0.40 | $1,914.80 |
| 36 | 666-2035 | REFL PAV MRK TY I (W) 8" (SLD) (090MIL) | 930 | LF | $0.49 | $455.70 | $0.63 | $585.90 | $0.80 | $744.00 |

Williamson County Road Bond Program
10WC805 - US 183 @ FM 3405 Intersection Improvements
HNTB Bid Tabulation
November 23, 2009

| BID ITEM | TECH SPEC | DESCRIPTION | BID QUANTITY | UNIT MEASURE | JOE BLAND CONSTRUCTION | | LINDSEY CONTRACTORS | | ROYAL VISTA INC | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID | UNIT COST | AMOUNT BID |
| 37 | 666-2047 | REFL PAV MRK TY I (W) 24" (SLD) (090MIL) | 106 | LF | $4.70 | $498.20 | $6.03 | $639.18 | $7.00 | $742.00 |
| 38 | 666-2053 | REFL PAV MRK TY I (W) (ARROW) (090MIL) | 4 | EA | $98.00 | $392.00 | $126.15 | $504.60 | $150.00 | $600.00 |
| 39 | 666-2095 | REFL PAV MRK TY I (W) (WORD) (090MIL) | 4 | EA | $136.00 | $544.00 | $175.21 | $700.84 | $175.00 | $700.00 |
| 40 | 666-2110 | REFL PAV MRK TY I (Y) 4" (SLD) (090MIL) | 6,816 | LF | $0.25 | $1,704.00 | $0.32 | $2,181.12 | $0.40 | $2,726.40 |
| 41 | 666-2131 | REFL PAV MRK TY I (Y) 24" (SLD) (090MIL) | 450 | LF | $4.60 | $2,070.00 | $6.03 | $2,713.50 | $7.00 | $3,150.00 |
| 42 | 666-2142 | REFL PAV MRK TY II (W) 4" (BRK) | 1,160 | LF | $0.13 | $150.80 | $0.17 | $197.20 | $0.40 | $464.00 |
| 43 | 666-2145 | REFL PAV MRK TY II (W) 4" (SLD) | 4,787 | LF | $0.13 | $622.31 | $0.17 | $813.79 | $0.40 | $1,914.80 |
| 44 | 666-2153 | REFL PAV MRK TY II (W) 8" (SLD) | 930 | LF | $0.26 | $241.80 | $0.34 | $316.20 | $0.40 | $372.00 |
| 45 | 666-2157 | REFL PAV MRK TY II (W) 24" (SLD) | 106 | LF | $1.90 | $201.40 | $2.45 | $259.70 | $2.50 | $265.00 |
| 46 | 666-2160 | REFL PAV MRK TY II (W) (ARROW) | 4 | EA | $32.00 | $128.00 | $42.05 | $168.20 | $40.00 | $160.00 |
| 47 | 666-2173 | REFL PAV MRK TY II (W) (WORD) | 4 | EA | $50.00 | $200.00 | $63.08 | $252.32 | $55.00 | $220.00 |
| 48 | 666-2178 | REFL PAV MRK TY II (Y) 4" (SLD) | 6,816 | LF | $0.13 | $886.08 | $0.17 | $1,158.72 | $0.20 | $1,363.20 |
| 49 | 666-2185 | REFL PAV MRK TY II (Y) 24" (SLD) | 450.0 | LF | $1.90 | $855.00 | $2.45 | $1,102.50 | $2.50 | $1,125.00 |
| 50 | 672-2012 | REFL PAV MRKR TY I - C | 152 | EA | $3.82 | $580.64 | $4.91 | $746.32 | $4.50 | $684.00 |
| 51 | 672-2015 | REFL PAV MRKR TY II - A - A | 326.00 | EA | $3.82 | $1,245.32 | $4.91 | $1,600.66 | $4.50 | $1,467.00 |
| 52 | 680-2002 | INSTALL HWY TRF SIG (ISOLATED) | 1.00 | EA | $2,200.00 | $2,200.00 | $2,803.29 | $2,803.29 | $3,000.00 | $3,000.00 |
| 53 | 682-2003 | BACK PLATE (12") (5 SEC) | 2 | EA | $140.00 | $280.00 | $175.21 | $350.42 | $250.00 | $500.00 |
| 54 | 672-2022 | VEH SIG SEC (12") LED (GRN ARW) | 2 | EA | $340.00 | $680.00 | $400.00 | $800.00 | $350.00 | $700.00 |
| 55 | 682-2023 | VEH SIG SEC (12") LED (GRN) | 2 | EA | $355.00 | $710.00 | $450.00 | $900.00 | $350.00 | $700.00 |
| 56 | 682-2024 | VEH SIG SEC (12") LED (YEL ARW) | 2 | EA | $335.00 | $670.00 | $425.00 | $850.00 | $350.00 | $700.00 |
| 57 | 682-2025 | VEH SIG SEC (12") LED (YEL) | 2 | EA | $360.00 | $720.00 | $450.00 | $900.00 | $350.00 | $700.00 |
| 58 | 682-2027 | VEH SIG SEC (12") LED (RED) | 2 | EA | $330.00 | $660.00 | $400.00 | $800.00 | $350.00 | $700.00 |
| 59 | 690-2007 | REPLACE OF GROUND BOXES | 4 | EA | $710.00 | $2,840.00 | $900.00 | $3,600.00 | $1,750.00 | $7,000.00 |
| | TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS | | | | | **$413,876.81** | | **$458,352.59** | | **$520,720.82** |
| | ACTUAL BASE BID PROPOSAL | | | | | $413,876.81 | | $458,352.59 | | $520,720.82 |
| | ADJUSTMENT DIFFERENCE | | | | | $0.00 | | $0.00 | | $0.00 |
| | Acknowledgement of Addenda: | | | | | | | | | |
| | Addendum No. 1 | | | | | Yes | | Yes | | Yes |
| | Bid Bond | | | | | Yes | | Yes | | Yes |
| | Conflict of Interest Statement | | | | | Yes | | Yes | | Yes |
| | References (Mimimum of three) | | | | | Yes | | Yes | | Yes |

Installation of Fiber Optic Cable to Close Network Loop

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Patrick Strittmatter, Purchasing |
| Submitted For: | Jonathan Harris |
| Department: | Purchasing |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider authorizing advertising and setting date of December 30, 2009 at 2:00pm in the Purchasing Department to receive proposals for Installation of Fiber Optic Cable to Close Network Loop, Proposal # 10WCP901.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Patrick Strittmatter | Started On: 11/23/2009 03:46 PM |
| Final Approval Date: 11/24/2009 | |

Advertisement for bid contract# 10WCA002 A Aggregate

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Kerstin Hancock, Purchasing |
| Department: | Purchasing |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider authorizing advertising and setting date of December 22, 2009 at 2:00pm in the Purchasing Department to receive bids for Aggregate for the Unified Road and Bridge Department.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing (Originator) | Bob Space | 11/23/2009 04:24 PM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 11/24/2009 10:25 AM | APRV |

Form Started By: Kerstin Hancock Started On: 11/23/2009 03:51 PM

Final Approval Date: 11/24/2009

Consider Awarding Bid for Demolition of Metal Building

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Patrick Strittmatter, Purchasing |
| Submitted For: | Jonathan Harris |
| Department: | Purchasing |
| Agenda Category: | Regular Agenda Items |

Information

Agenda Item

Consider awarding bids received for Bid # 10WC804, Demolition of Metal Building at Intersection of CR 101 and US 79, to the lowest and best bidder meeting specifications- Sierra Contracting Corporation.

Background

Fiscal Impact

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

Attachments

Link: Sierra Contracting Bid Submittal

Link: Building Demolition Bid Tab

Form Routing/Status

| | |
|---|---|
| Form Started By: Patrick Strittmatter | Started On: 11/24/2009 08:52 AM |
| Final Approval Date: 11/24/2009 | |

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP – SUITE 106
GEORGETOWN, TEXAS 78626

HTTP://WWW.WILLIAMSON-COUNTY.ORG/PURCHASING

# WILLIAMSON COUNTY BID FORM

# DEMOLITION OF METAL BUILDING AT INTERSECTION OF CR 101 AND US 79

## BID NUMBER: 10WC804

**BIDS MUST BE RECEIVED ON OR BEFORE: NOVEMBER 19, 2009 AT 11:00 AM CENTRAL STANDARD TIME**

**BIDS WILL BE PUBLICLY OPENED: NOVEMBER 19, 2009 AT 11:00 AM CENTRAL STANDARD TIME**

NAME OF BIDDER: SIERRA CONTRACTING CORPORATION

Mailing Address: P.O. BOX 7858

City: ROUND ROCK State: TX Zip: 78683

Email Address: PAT@SIERRADEMOLITION.COM

Telephone: (512) 336-7665 Fax: (512) 258-6342

Mobile Phone: (512) 563-5008

**Bid Amount:**

TWO THOUSAND FOUR HUNDRED
WRITTEN AMOUNT

$2,400.00
NUMERIC AMOUNT

ORIGINAL

## Building to be Demolished

**PURPOSE:**
Currently, in Taylor, TX, there is road construction project to expand US 79. The metal building that is to be demolished sits in this project's right-of-way (ROW). As part of Williamson County's agreement with the current owner, it has been agreed to demolish the metal building.

**DESCRIPTION:**
Address: 6900 CR 101, Taylor, TX 76574 (at intersection of CR 101 and US 79 between Hutto and Taylor)
Approximately 50.5 feet long by 30.5 feet wide
Single story
Concrete slab
Metal Building and roof
Windows have been removed
Wood paneling interior
Suspended metal ceiling and tiles
Testing for asbestos came back negative (Does not contain asbestos per testing)

**NON-MANDATORY PRE-BID CONFERENCE:**
An onsite pre-bid conference will take place at 6900 CR 101, Taylor, TX (NW corner at intersection of CR 101 and US 79 between Hutto and Taylor) on **Thursday, November 12, 2009 at 11:00am CST**. Though the conference is non-mandatory, Williamson County recommends that vendors attend so they can submit the most accurate bids possible. During this on-site conference, vendors will be able to physically inspect the building to be demolished, the surrounding land, and ask any questions in regard to this Invitation for Bid.

## Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. Additional information may be obtained from the County website at the following link:
http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

**A blank copy of this affidavit can be found on page 5 of this bid package. Respondents should complete this form and submit it as a part of their bid.**

## Terms and Conditions

You understand that you are bidding to provide building demolition and material removal services. The building and its materials and contents are in "as is" condition with no warranties or guarantees expressed or implied.

The sealed bid will be for demolition and removal of all of the building's materials and contents, and the contractor should not assume that there will be any salvageable material. The contractor will have to remove the entire building slab with the demolition.

The contractor is to leave alone all other property, including the business shop sign located on US 79. The contractor must not damage or remove any trees.

The current property owner is being allowed to keep building materials, such as metal siding, if he so chooses. The current property owner will have to remove these materials on his own prior to demolition beginning. The contractor must notify the current property owner at least 10 days prior to beginning the demolition, so that he can have the opportunity to remove any material he wants to keep. Any material that the current owner has not removed prior to demolition must be removed from the building site by the contractor.

The contractor must disconnect electric extension power cord running from home to metal building and confirm with property owner that all utilities have been disconnected prior to demolition.

There is a narrow 2-lane bridge (driveway) from the owner's house to CR 101, which goes over an irrigation ditch. The contractor will not be allowed to block access to this driveway. Furthermore, the Contractor shall not damage the 2-lane bridge by exceeding its weight capacity. In the event the Contractor does in fact damage the 2-lane bridge, the Contractor shall be liable to the current property owner for all such damages.

Williamson County reserves the right to accept or reject any and/or all bids.

The winning bidder must remove the building and all of its building materials and contents within twenty (20) working days, following acceptance of bid.

The winning bidder is responsible for all possible insurance and maintenance requirements upon taking possession of the metal building and/or its materials.

The contractor will take all responsibility and pay any and all permits and fees, including providing or hiring labor for the movement of the demolition building and/or its materials.

CONTRACTOR AGREES TO **INDEMNIFY, DEFEND AND HOLD HARMLESS** WILLIAMSON COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK DESCRIBED HEREUNDER BY CONTRACTOR ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES OR FOR ANY FAILURE OF OBSERVANCE OF ANY OF THE TERMS AND CONDITIONS SET FORTH UNDER THIS COUNTY BID FORM. CONTRACTOR FURTHER AGREES TO **INDEMNIFY, DEFEND AND SAVE HARMLESS** WILLIAMSON COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF CONTRACTOR OR CONTRACTOR'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING

THE PERFORMANCE OF THE WORK DESCRIBED IN THIS COUNTY BID FORM, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON PREMISES ON WHICH THE BUILDING IS SITUATED.

It is understood that the Commissioners Court of Williamson County, Texas will award bids, and reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request.

Once the bid is awarded, the County Bid Form shall constitute the entire agreement between the County and the Bidder.

Any questions regarding submittal of bid, contact Jonathan Harris at 512-943-1692, or email joharris@wilco.org .

**All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals of bids are not acceptable.**

**Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop- Suite 106, Georgetown, Texas 78626.**

Your signature below represents that you are duly authorized to bind the bidder to the terms and conditions of this bid.

_____ Date of Bid: 11/19/2009

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: KENT P. FLEENOR

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED**

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:** SHEENA S. FLEENOR |
| **NAME OF COMPANY:** SIERRA CONTRACTING CORPORATION |
| **DATE:** 11/19/2009 |
| **Signature of person submitting form:** Sheena S. Fleenor |

NOTARIZED:

**Sworn and subscribed before me by:** _____

Notary Public, State of Texas — Sheena P Fleenor — My Commission Expires 12/21/2011

**on** 11/19/2009 **(date)**

**WILLIAMSON COUNTY**
**PURCHASING DEPARTMENT**
**301 SE INNER LOOP - SUITE 106**
**GEORGETOWN, TEXAS 78626**

http://www.wilco-online.org/ebids/bids.aspx

# Demolition of Metal Building at Intersection of CR 101 and US 79

## BID NUMBER: 10WC804

## BIDS MUST BE RECEIVED ON OR BEFORE: November 19, 2009 – 11:00 AM

## BIDS WILL BE PUBLICLY OPENED: November 19, 2009 – 11:00 AM

## ADDENDUM # 1

November 2, 2009

- **REFERENCES:** Williamson County requires bidders to supply with their bid submittal, a list of at least three (3) references where like services have been supplied by their firm. Include name of customer, address, telephone number, and name of representative to be contacted.

- **BID SUBMITTAL:** Please submit One (1) original bid and two (2) copies, consisting of the **COMPLETED AND SIGNED** Bid Form, the Williamson County Conflict of Interest Statement, and the vendor's list of references. **All copies are to have the same attachments as the original.** Please mark the original as "original", and all copies as "copy".



REFERENCES


1. TXDOT - Waco District
   100 S. Loop Drive
   Waco, TX 76704
   Kim Pfeiffer (254) 867-2852

2. TXDOT - Corpus Christi District
   1701 S. Padre Island Drive
   Corpus Christi, TX 78416
   Lou Anna Garcia (361) 808-2385

3. TXDOT - Austin District
   7901 N. IH 35
   Austin, TX 78753
   Nora Randall (512)832-7167

4. Jenkins Environmental Consulting
   7756 Northcross Drive, Suite 103
   Austin, TX 78757
   Troy Jenkins (512) 708-9390

5. Burcham Environmental Consulting
   125 S. LBJ
   San Marco, TX 78666
   Mr. Kent Burcham (512) 396-5725

**WILLIAMSON COUNTY**

**BID TABULATION**

# ** DEMOLITION OF METAL BUILDING AT INTERSECTION OF CR 101 AND US 79 **

**November 19, 2009, 11:00am**

**BID NUMBER: 10WC804**

| | NAME OF BIDDER | TOTAL BID PRICE |
|---|---|---|
| 1. | Gulf States Demolition | $ 3,500.00 |
| 2. | DeSco, Inc | 3,750.00 |
| 3. | A&P Demolition | 5,000.00 |
| 4. | AAR, Inc | 3,700.00 |
| 5. | Commercial Clearing & Constr. LLC | 7,100.00 |
| 6. | Capital Demolition, Inc | 8,236.00 |
| 7. | Sisk - Robb, Inc | 3,300.00 |
| 8. | Hunter Demolition & Dredging Corp | 4,800.00 |
| 9. | Albo, LLC | 6,000.00 |
| 10. | Step it up Construction | 7,200.00 |
| 11. | Sierra Contracting Corp | 2,400.00 |
| 12. | Frisbie Edwards, LLC | 10,000.00 |
| 13. | Piatra, Inc | 9,347.00 |
| 14. | Malcom Friesenhahn Exc. & Demolition Inc. | 13,000.00 |
| 15. | Milstead Environmental LLC | 9,240.00 |
| 16. | Larry Rawls-Amazon L&T Enterprises LLC | 13,500.00 |
| 17. | Central TX Construction Services | 8,994.00 |
| 18. | Huffman Construction, Inc. | 16,950.00 |
| 19. | Westar Construction, Inc. | 5,700.00 |
| 20. | Cyma, Inc | 20,160.00 |
| 21. | | |
| 22. | | |
| 23. | | |
| 24. | | |
| 25. | | |
| 26. | | |
| 27. | | |

Budget Amendment

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| 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 JP#1

Background

The truancy fund was recently set up and budgeted to cover staffing as well as building expenses. Upon further investigation, it was determined this fund legally can not pay for anything but personnel/staffing. Judge Johnson has elected to use a portion of his $2 transaction fee to cover building costs i.e. utilities. This amendment will recognize that expenditure.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| | 0100-0451-004430 | JP#1 / Utilties | $2,700 | |

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Ashlie Koenig | Started On: 11/18/2009 11:10 AM |
| Final Approval Date: 11/24/2009 | |

Budget Amendment

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| 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 revenue

Background

The truancy fund was recently set up and budgeted to cover staffing as well as building expenses. Upon further investigation, it was determined this fund legally can not pay for anything but personnel/staffing. Judge Johnson has elected to use a portion of his $2 transaction fee to cover building costs i.e. utilities. This amendment will recognize that revenue (transaction fee).

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---|---|---|---|---|
| | 0100-0000-362021 | Court Transaction Fee | $2,700 | |

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Ashlie Koenig | Started On: 11/18/2009 11:27 AM |
| Final Approval Date: 11/24/2009 | |

Discuss Real Estate Matters

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Charlie Crossfield, Road Bond |
| Submitted For: | Charlie Crossfield |
| Department: | Road Bond |
| Agenda Category: | Executive Session |

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for CR 104 project.

e) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 11/24/2009 11:38 AM
Final Approval Date: 11/24/2009

Reorganization of County Departments which are not under the direction of Elected Officials

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Peggy Vasquez, County Judge |
| Department: | County Judge |
| Agenda Category: | Executive Session |

Information

Agenda Item

Discuss and take appropriate action regarding possible reorganization of county departments which are not under the direction of Elected Officials.

Background

Fiscal Impact

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

Attachments

Link: County Judge Org Chart

Link: Emergency Services Org Chart

Link: HR Org Chart

Link: Infrastructure Org Chart

Link: Parks & Recreation Org Chart

Link: Technology Services Org Chart

Form Routing/Status

| | |
|---|---|
| Form Started By: Peggy Vasquez | Started On: 11/24/2009 10:38 AM |
| Final Approval Date: 11/24/2009 | |

Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec 551.074 Deliberation regarding matters concerning personnel) Reorg of HR Dept

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Lisa Zirkle, Human Resources |
| Department: | Human Resources |
| Agenda Category: | Executive Session |

Information

Agenda Item

Discuss and take appropriate action regarding personnel issues as related to reorganization of HR Department.

Background

Pursuant to the appointment of the Human Resources Director as well as the Court's desire to assign managers to supervise each section of the proposed departmental structure, the Court is asked to consider the reorganization of the staff positions within this department.

While the proposed reorganization maintains the 10.2 Full Time Equivalent (FTE) positions, strategic initiatives are already being implemented which increase services, efficiency and responsiveness to the external and internal customers of the department. Even with these service enhancements, the salaries line items for 402 and 886 are reduced by an annual total of approximately $9,800 with fringes.

A departmental organizational chart and a spreadsheet outlining the proposed positions and corresponding salaries is attached for review.

Thank you for your consideration of this request.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Lisa Zirkle | Started On: 11/11/2009 09:18 PM |
| Final Approval Date: 11/12/2009 | |

Hiring of Diretor for Veteran Services

Commissioners Court - Regular Session

| | |
|---|---|
| Date: | 12/01/2009 |
| Submitted By: | Peggy Vasquez, County Judge |
| Department: | County Judge |
| Agenda Category: | Executive Session |

Information

Agenda Item

Discuss and take appropriate action regarding hiring of Director for Veteran Services Department.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| | |
|---|---|
| Form Started By: Peggy Vasquez | Started On: 11/23/2009 12:32 PM |
| Final Approval Date: 11/24/2009 | |