

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 26TH, 2010
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 – 14)

5. Discuss and consider approving a line item transfer for Parks and Recreation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0510-003001	Small tools	\$182	
To	0100-0510-005003	Equipment > 5000	\$182	

6. Discuss and consider approving a line item transfer for EMS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$23,279.93	

To	0100-0540-004610	EMS/Rent	\$11,279.93	
To	0100-0540-004510	EMS/Facility Maint&Repair	\$12,000	

7. To note in the minutes continuing education hours for County Clerk Nancy E. Rister.
8. Discuss and take action on CR 313 East road closure.
9. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to auction/donation/destruction.
(Complete list filed with official minutes)
10. Discuss and take action on the appointment of James Daniels to the board of ESD #7. This appointment replaces Lee Roy Knauth and the term will be the remainder of the unexpired term of Jan 1, 2009 to Jan 1, 2011.
11. Consider approving the 2009 Racial Profiling Report for the Pct. 3 Constable's Office.
12. Our Agency was Recently contacted By TxDOT and was selected to Receive \$4,000.00 incentive award for our participation in the statewide 2009 Labor Day Impaired Driving Mobilization. TxDot would like to Present Constable Ruble with this Award Tuesday February 2 ,at 930 A.M. in Commissioners Court upon your approval.
13. Consider approving the 2009 Racial Profiling report for approval as required by the Criminal Code of Procedure Articles 2.133 and 2.134.
14. Discuss and consider preliminary plat approval for Batten Subdivision, Pct. 3.

REGULAR AGENDA

15. Hear presentation by BWM and take appropriate action on Conceptual Park Master Plan for the Williams Tract.
16. Discuss and take appropriate action on road bond program.
17. Consider authorizing County Judge to execute a Possession and Use Agreement with Kevin and Angela Hill for ROW needed on RM 2338. (P12)
18. Consider authorizing County Judge to execute a Real Estate Agreement with Jeffrey Scott Lloyd for ROW needed on SH 29. (P2)
19. Consider authorizing County Judge to execute a Real Estate Agreement with Union State Bank for ROW needed on RM 2338. (P9)
20. Consider authorizing County Judge to execute the First Amendment to the Real Estate Contract with Circle B-Y Partners, Ltd. and Myra Ann Young for ROW needed on RM 2338. (P2)

- 21.** Consider approval of an Inter-Governmental Services Agreement between ICE and Williamson County regarding the T. Don Hutto Facility and authorize the County Judge to execute the said agreement and all other addenda associated with the agreement.
- 22.** Consider approval of an Agreement between Corrections Corporation of America and Williamson County regarding the management and operation of the T. Don Hutto Facility pursuant to the terms and conditions set forth in an Inter-Governmental Services Agreement between ICE and Williamson County and authorize the County Judge to execute the said agreement and any other addenda relating to the agreement.
- 23.** Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
- 24.** Discuss and take appropriate action on concrete trail work for Berry Springs Park trail extension in the amount of \$156,450 with annual contract provider Westar Construction.
- 25.** Discuss and take appropriate action on providing oral testimony to EPA at the Houston Public Hearing, February 2, at the Hilton Houston Hobby Airport, Moody Ballroom, 8181 Airport Boulevard, Houston, Texas 77061 and to provide written comments during the period ending March 22, 2010.
- 26.** Discuss and take appropriate action to approve letter of intent to convey + or - 5 acres of land to the City of Taylor for an indoor recreation facility.
- 27.** Consider waiving Penalty and Interest to customer as requested by the Tax Assessor/Collector.
- 28.** Consider the approval of the Safeware Inc. Device Supply and Maintenance Agreement and use of 2008 Homeland Security Grant Funds for aquisition.
- 29.** Consider exempting the solicitation of competent firms or individuals for the preparation of Redistricting Plans for Williamson County from the requirements of the competitive proposal procedure pursuant to the discretionary exemption under Texas Local Government Code Section 262.024(a)(4) as a personal or professional service.
- 30.** Consider authorizing advertising and setting the date of March 8, 2010 at 2:00 p.m. in the Purchasing Department to receive Submission of Qualifications from competent firms or individuals for the preparation of Redistricting Plans for Williamson County, Request for Qualifications #109WCP905.
- 31.** Discuss and take appropriate action regarding reappointment of David Singleton (who's current term expires on January 31, 2010) to the CTRMA Board effective February 1, 2010.

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)."

- 32.** 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.
 - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - g) Discuss proposed acquisition of property for proposed SH 29 project.
- 33.** 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, legal aspects of contracts and other confidential attorney-client legal matters (discussion and possible action)
- Employment matter(s)
- 34.** Discuss and take appropriate action on real estate.
- 35.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters.

36. 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.

Discuss and consider approving a line item transfer for Parks and Recreation.

Commissioners Court - Regular Session

Date: 01/26/2010
 Submitted By: Jim Rodgers, Parks
 Submitted For: Jim Rodgers
 Department: Parks
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Parks and Recreation.

Background

The line item transfer is requested to make up a (\$91 x 2) \$182 shortage for the purchase of 2 park vehicles. These are budgeted replacements that will get a propane conversion. Thank you.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0510-003001	Small tools	\$182	
To	0100-0510-005003	Equipment > 5000	\$182	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 01/20/2010 03:43 PM
 Final Approval Date: 01/21/2010

Line Item Transfer

Commissioners Court - Regular Session

Date: 01/26/2010
 Submitted By: Ashlie Koenig, County Judge
 Department: County Judge
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for EMS

Background

This line item transfer is necessary to fund the court's previous approval of the re-location of Medic 12. This transfer will not only cover the monthly payment for the lease agreement but also necessary repairs/building modification for EMS to make ready/move in.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$23,279.93	
To	0100-0540-004610	EMS/Rent	\$11,279.93	
To	0100-0540-004510	EMS/Facility Maint&Repair	\$12,000	

Attachments

Link: [EMS Facility Repairs](#)

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 01/21/2010 11:40 AM
 Final Approval Date: 01/21/2010

Ems off Red Bud

A/c upgrade to 3.5 ton-----	\$4,530.00
Framing, sheet rock and insulation -----	\$1,000.00
Exterior door -----	\$184.00
Kitchen cabinets-----	\$1,100.00
Kit sink-----	\$175.00
Vent hood -----	\$150.00
Pluming rough in-----	\$1000.00
Toilet-----	\$106.00
Water heater -----	\$288.00
Lavatory-----	\$175.00
Shower-----	\$550.00
Electrical service upgrade-----	\$2804.31
Electrical rough in -----	\$1,500.00
Garage door -----	\$3,030.00
Flooring-----	\$1,435.00

Total cost less than \$20,000.00 (\$18,027.31)

a/c, electrical upgrade and garage door are hard quotes the rest are in house estimates

Community service will do as much as possible. Contractors will do a/c, electrical upgrade and garage door.

Continuing Education for 2009 Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Nancy Rister, County Clerk
Submitted For: Nancy Rister
Department: County Clerk
Agenda Category: Consent

Information

Agenda Item

To note in the minutes continuing education hours for County Clerk Nancy E. Rister.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CE Credits 2009](#)

Form Routing/Status

Form Started By: Nancy Rister
Started On: 01/20/2010 02:09 PM
Final Approval Date: 01/21/2010

COUNTY & DISTRICT CLERKS'
ASSOCIATION OF TEXAS

CERTIFICATE OF COMPLETION

AWARDED TO

NANCY E. RISTER
WILLIAMSON COUNTY CLERK

*For completing the required 20 Hours of Continuing Education for 2009
as prescribed in Section 51.605 of the Texas Government Code*

In witness therefor, recognition is hereby made this January, 2010



Cathy Stuart, President



Joyce Hudman, Vice President

**CR 313 Road Closure
Commissioners Court - Regular Session**

Date: 01/26/2010
Submitted By: Rachel Rull, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on CR 313 East road closure.

Background

This road closure will be for the Corn Hill Station's ribbon cutting ceremony in Jarrell from 1:30-4:00 p.m. on January 29. Sonterra Blvd will be the alternate route.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rachel Rull Started On: 01/21/2010 11:51
AM
Final Approval Date: 01/21/2010

Consent Agenda

Commissioners Court - Regular Session

Date: 01/26/2010
 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 through inter-office transfer to auction/donation/destruction.
 (Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	01/21/2010 11:28 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	01/21/2010 03:21 PM	APRV
Form Started By: Ursula Stone			Started On: 01/20/2010 09:07 AM	
Final Approval Date: 01/21/2010				

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

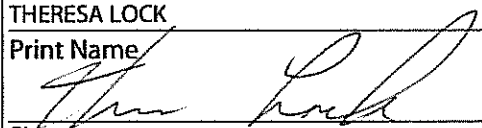
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	TABLE MOUNT KEYBOARD SWIVEL TRAY		N/A	Working
1	COMPACT FLASH CORD - LPT1 PORT		N/A	Working
1				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): CONSTABLE PCT. 3

Transferor - Elected Official/Department Head/Authorized Staff:

THERESA LOCK
 Print Name

 Signature

Contact Person:
 THERESA LOCK
 Print Name
 January 13, 2010
 Date
 +1 (512) 943-1436
 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

 Print Name

 Date

 Phone Number

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County Asset Status Change Form

Print Form

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

TRANSFER bet ween county departments
 TRADE-IN for new assets 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	PRINTER ATTACHMENT - MODEL # C8955A	MY2611N197	N/A	Working
1	PRINTER ATTACHMENT - MODEL # C8955A	MY4811N1WB	N/A	Working
1	PRINTER ATTACHMENT - MODEL # C8955A	MY4811N1XK	N/A	Working
3	FILE CABINET BRACKETS	N/A	N/A	Working
1	DESK TOP ROLLING TOWNER HOLDER	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): CONSTABLE PCT. 3

Transferor - Elected Official/Department Head/Authorized Staff:

THERESA LOCK
 Print Name

 Signature

Contact Person:
 THERESA LOCK
 Print Name
 January 13, 2010
 Date
 +1 (512) 943-1436
 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

 Print Name

 Date

 Phone Number

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Discuss and take action on the appointment of James Daniels to the board of ESD #7

Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Terri Countess, Commissioner Pct. #3
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on the appointment of James Daniels to the board of ESD #7. This appointment replaces Lee Roy Knauth and the term will be the remainder of the unexpired term of Jan 1, 2009 to Jan 1, 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Daniels Application](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 01/20/2010 09:49 AM
Final Approval Date: 01/21/2010

From: Rachel Rull <rrull@wilco.org>
To: cirjdist@aol.com <cirjdist@aol.com>
Subject: ESD Application
Date: Tue, Jan 12, 2010 11:14 am

Williamson County
Application for Emergency Service District Board of Commissioners

Date: 1-15-10

Application for ESD # 7

Name JAMES D. DANIELS

Address 2696 CR 255 GEORGETOWN, TX 78633

Home Phone # 254-793-3335 Work Phone # 254-793-3330

Cell Phone # 713-898-6768 Email Address CIRJDIST@AOL.COM

Do you live in the district and if so, for how long? 11 YEARS

Do you own property in the district and if so, for how long? 36 YEARS

Are you a registered voter? YES

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

- 1) DISTRICT SALES MANAGER IN HOUSTON
- 2) OWNED MY OWN COMPANY SINCE 1995

Please describe any community or public service in which you have participated in the last ten years.

- 1) SEC/TREASURER FOR ANDICE CEMETERY ASSOCIATION SINCE 2005

Please explain briefly your reasons for interest in serving on the board.

TO MAKE SURE THE COUNTY'S DOLLARS ARE WELL SPENT

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

If yes, please name the relative and your relationship with him/her. NO

Have you ever been convicted of a crime? If yes, please provide an explanation. NO

Please add any other relevant information.

Please attach additional pages if necessary.

Rachel Rull

Administrative Assistant to Valerie Covey
3010 Williams Dr. Ste. 153
Georgetown, Texas 78628
Phone: (512) 943-3370
Fax: (512) 943-3376
Email: rrull@wilco.org
Website: <http://precinct3.wilcogov.org>

**Racial Profile Report Pct. 3 - 2009
Commissioners Court - Regular Session**

Date: 01/26/2010
Submitted By: Theresa Lock, Constable Pct. #3
Submitted For: Bobby Gutierrez
Department: Constable Pct. #3
Agenda Category: Consent

Information

Agenda Item

Consider approving the 2009 Racial Profiling Report for the Pct. 3 Constable's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Racial Profile Cover Memo](#)

Link: [Racial Profile Spreadsheet](#)

Form Routing/Status

Form Started By: Theresa Lock Started On: 01/20/2010 01:28 PM
Final Approval Date: 01/21/2010



**OFFICE OF CONSTABLE
Bobby Gutierrez
Williamson County Precinct 3**

MEMORANDUM

TO: Williamson County Commissioner's Court

FROM: Bobby Gutierrez, Constable Pct.3

DATE: 01/20/2010

SUBJECT: Racial Profiling report

In compliance with Texas Code of Criminal Procedures Article(s) 2.133 and 2.134 attached please find a statistical report for Traffic Stops – Racial Profiling, submitted to the Williamson County Commissioner's Court as the governing body for the Precinct 3 Constable's Office. This report reflects the period of January 1, 2009 to December 31, 2009.

The data collected is our required documentation of all contacts with the public by traffic stop, whereby individual(s) were detained by probable cause or reasonable suspicion for any alleged offense(s).

The totality of the Precinct 3 detentions reflect the following, 130 detentions, 79.2% were white, 13.1% were Hispanic, 6.9% were black, 0.8% were Asian/Pacific Islander and 0% were Native American. From this data, I detect no issues or concerns with racial profiling within Precinct 3 Constable's Office.

I welcome any feedback upon your review.

Respectfully Submitted,

Bobby Gutierrez, Constable Precinct 3

Williamson County Constable Pct. 3

Racial Profiling Statistical Report

01/01/2009 - 12/31/2009

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested		0.0%	0.0%		0.0%	0.0%
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	1	100.0%	1.8%	5	55.6%	8.8%
Warned (Written)		0.0%	0.0%	4	44.4%	5.7%
	1	100.0%	0.8%	9	100.0%	6.9%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested		0.0%	0.0%	3	2.9%	100.0%
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	12	70.6%	21.1%	39	37.9%	68.4%
Warned (Written)	5	29.4%	7.1%	61	59.2%	87.1%
	17	100.0%	13.1%	103	100.0%	79.2%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested		#DIV/0!	0.0%
Released		#DIV/0!	#DIV/0!
Ticketed		#DIV/0!	0.0%
Warned (Written)		#DIV/0!	0.0%
	0	#DIV/0!	0.0%
	Total	of Race	of all Detentions

Disposition	Total %	Number
Arrested	2.3%	3
Released	0.0%	0
Ticketed	43.8%	57
Warned (Written)	53.8%	70
	100.0%	130

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search		0.0%	0.0%		0.0%	0.0%
No Search	1	100.0%	0.8%	9	100.0%	7.0%
Probable Cause Search		0.0%	#DIV/0!		0.0%	#DIV/0!
	1	100.0%	0.8%	9	100.0%	6.9%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search		0.0%	0.0%	1	1.0%	100.0%
No Search	17	100.0%	13.2%	102	99.0%	79.1%
Probable Cause Search		0.0%	#DIV/0!		0.0%	#DIV/0!
	17	100.0%	13.1%	103	100.0%	79.2%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search		#DIV/0!	0.0%
No Search		#DIV/0!	0.0%
Probable Cause Search		#DIV/0!	#DIV/0!
	0	#DIV/0!	0.0%
	Total	of Race	of all Detentions

SearchStatus	Total %	Number
Consent Search	0.8%	1
No Search	99.2%	129
Probable Cause Search	0.0%	0
	100.0%	130

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested		0.0%	0.0%		0.0%	0.0%
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Ticketed		0.0%	0.0%	1	11.1%	4.0%
Hazardous Traffic	Warned (Written)		0.0%	0.0%	3	33.3%	7.0%
Investigation	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Ticketed		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Warned (Written)		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested		0.0%	0.0%		0.0%	0.0%
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	1	100.0%	3.2%	4	44.4%	12.9%
Non-Hazardous Traffic	Warned (Written)		0.0%	0.0%	1	11.1%	3.6%
		1	100.0%	0.8%	9	100.0%	6.9%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race	% of Stop
Hazardous Traffic	Arrested		0.0%	0.0%	1	1.0%	100.0%
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Ticketed	4	23.5%	16.0%	20	19.4%	80.0%
Hazardous Traffic	Warned (Written)	4	23.5%	9.3%	36	35.0%	83.7%
Investigation	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Ticketed		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Warned (Written)		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested		0.0%	0.0%	2	1.9%	100.0%
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	8	47.1%	25.8%	18	17.5%	58.1%
Non-Hazardous Traffic	Warned (Written)	1	5.9%	3.6%	26	25.2%	92.9%
		17	100.0%	13.1%	103	100.0%	79.2%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested		#DIV/0!	0.0%

Hazardous Traffic	Released		#DIV/0!	#DIV/0!
Hazardous Traffic	Ticketed		#DIV/0!	0.0%
Hazardous Traffic	Warned (Written)		#DIV/0!	0.0%
Investigation	Arrested		#DIV/0!	#DIV/0!
Investigation	Released		#DIV/0!	#DIV/0!
Investigation	Ticketed		#DIV/0!	#DIV/0!
Investigation	Warned (Written)		#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Arrested		#DIV/0!	0.0%
Non-Hazardous Traffic	Released		#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed		#DIV/0!	0.0%
Non-Hazardous Traffic	Warned (Written)		#DIV/0!	0.0%
		0 Total	#DIV/0! of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.8%	1
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	19.2%	25
Hazardous Traffic	Warned (Written)	33.1%	43
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	1.5%	2
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	23.8%	31
Non-Hazardous Traffic	Warned (Written)	21.5%	28
		100.0%	130

Impaired Driving Mobilization Incentive Award. Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Edward Thomison, Constable Pct. #4
Submitted For: Pct 4 Constables Office
Department: Constable Pct. #4
Agenda Category: Consent

Information

Agenda Item

Our Agency was Recently contacted By TxDOT and was selected to Receive \$4,000.00 incentive award for our participation in the statewide 2009 Labor Day Impaired Driving Mobilization. TxDot would like to Present Constable Ruble with this Award Tuesday February 2 ,at 930 A.M. in Commissioners Court upon your approval.

Background

1. Our Office must first receive the funds from the County in advance of receiving the award.
2. Williamson County upon providing the funds and our office utilizing the funds for the below items will be reimbursed by Tx Dot within Approximately 30 days after our Office does a submittal of the request. The incentive award funds will be used for the reimbursement to the County.
3. The Funds can be used as follows by our department:
 - A. Enforcment related
 - Laptop Computers
 - Desktop Computers
 - Portable Breath Testing units
 - In-Car Video Cameras
 - Video Tapes
 - Flashlights
 - B. Educational
 - Safety Belt Convincer
 - Rollover Convincer
 - Projectors For Traffic Safety PowerPoint Presentations
 - C. Training
 - Law Enforcement Training Courses.

4. I have provided supporting documentation to Commissioner Ron Morrison in regards to the above as well as a letter from Sharon Little from The Texas Department of Transportation who is the Traffic Safety Specialist with their Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Edward Thomison Started On: 01/12/2010 10:03 AM
Final Approval Date: 01/14/2010

2009 Racial Profiling Report Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Edward Thomison, Constable Pct. #4
Submitted For: Edward Thomison
Department: Constable Pct. #4
Agenda Category: Consent

Information

Agenda Item

Consider approving the 2009 Racial Profiling report for approval as required by the Criminal Code of Procedure Articles 2.133 and 2.134.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009 Racial Profiling Report](#)

Form Routing/Status

Form Started By: Edward Thomison Started On: 01/11/2010 01:08 PM
 Final Approval Date: 01/14/2010

<u>CIT</u>	<u>ARREST</u>	<u>WARN</u>	<u>FEMALE</u>	<u>MALE</u>	<u>WHITE</u>	<u>BLACK</u>	<u>HISPANIC</u>	<u>ASIAN</u>	<u>NAT AM</u>	<u>OTHER</u>	<u>SEARCHES</u>	<u>CONSENT</u>	<u>CONTRBAND</u>	<u>TRAF STOPS</u>
236	1	13	82	160	168	33	37	4	0	1	0	0	0	239
95.16%	0.40%	5.24%	33.06%	64.52%	67.74%	13.31%	14.92%	1.61%	0.00%	0.40%	0.00%	0.00%	0.00%	

Batten Subdivision Preliminary Plat Approval Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval for Batten Subdivision, Pct. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

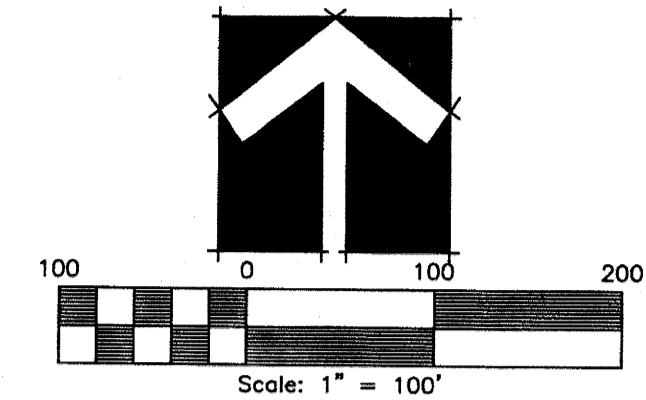
Link: [Batten Subdivision](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 01/21/2010 09:47 AM
Final Approval Date: 01/21/2010

PRELIMINARY PLAT OF BATTEN SUBDIVISION

17.78 ACRES OUT OF THE DAVID D. BERRY SURVEY, ABSTRACT No. 104,
WILLIAMSON COUNTY, TEXAS



BEARINGS CITED HEREON BASED ON
GRID NORTH, TEXAS STATE PLANE
COORDINATE SYSTEM, CENTRAL ZONE
NAD83(93)

RECORD BEARINGS CITED HEREON BASED
ON DOC. No's 2002088718, 2002088720
O.P.R.W.C.

PERIMETER FIELD NOTES:

17.78 ACRES

BEING 17.78 acres out of the out of the David D. Berry Survey, Abstract No. 104, Williamson County, Texas and being that same tract described as 7.78 acres in a Warranty Deed granted to Randy Batten et al, dated November 6, 2002 and recorded as Document No. 2002088720 of the Official Public Records of Williamson County, Texas and that same tract described as 10.00 acres in a General Warranty Deed granted to Randy Batten, et al, dated November 6, 2002 and recorded as Document No. 2002088718 of said official public records, and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin found in the centerline of a 50 foot access easement as recorded in Volume 830, Page 265 of the Deed Records of Williamson County, Texas and being the northeast corner of said Batten 10.00 acre tract and the southeast corner of that tract described as Tract 1 in a Deed to Cordie L. Moore et ux, dated March 1, 1973 and recorded in Volume 564, Page 265 of said deed records and in the west line of that tract described as 28.24 acres in a Warranty Deed with Vendor's Lien granted to Jimmie Mack Horton et ux, dated July 9, 2002 and recorded as Document No. 2002052147 in said official public records being the northeast corner of this tract;

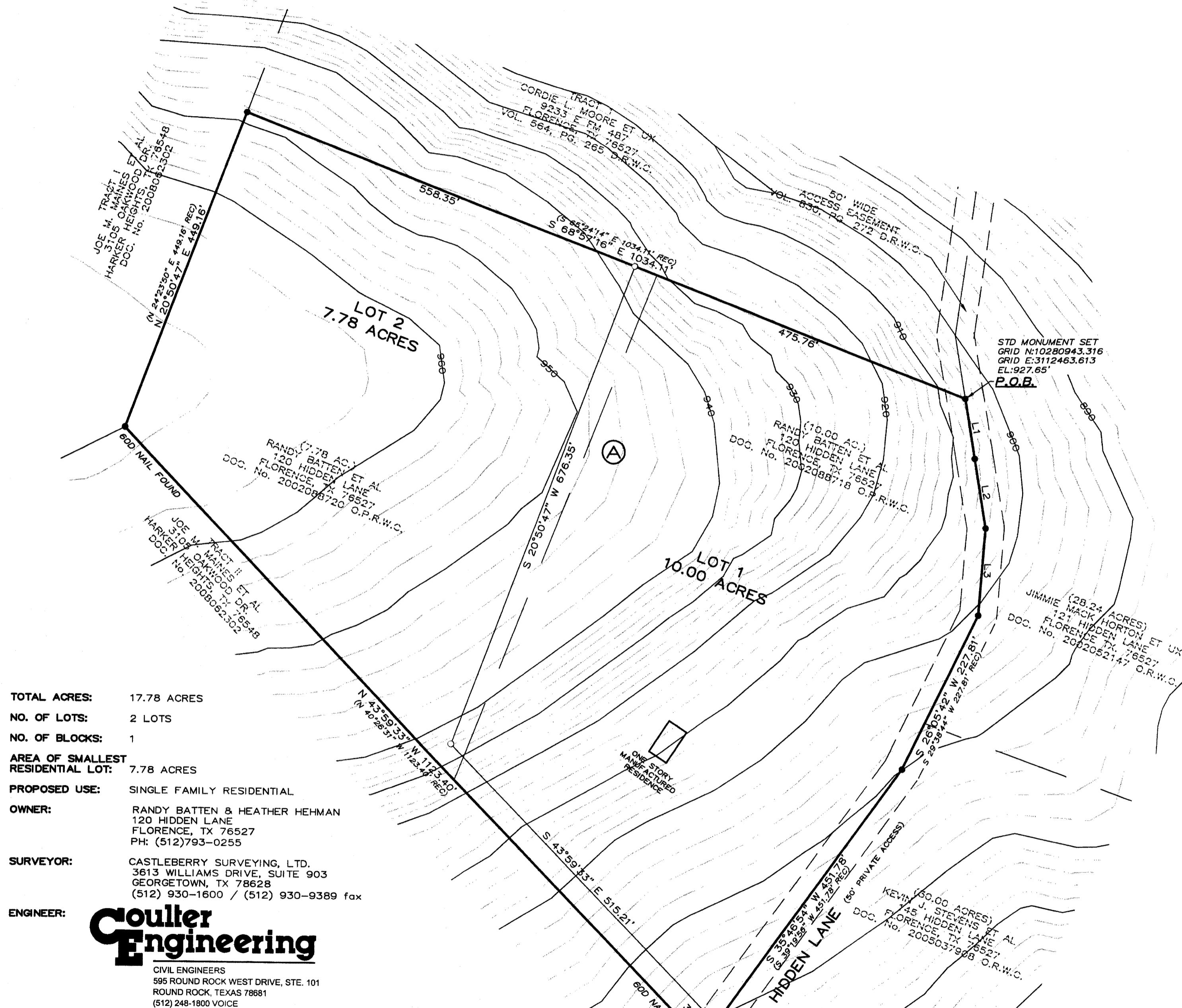
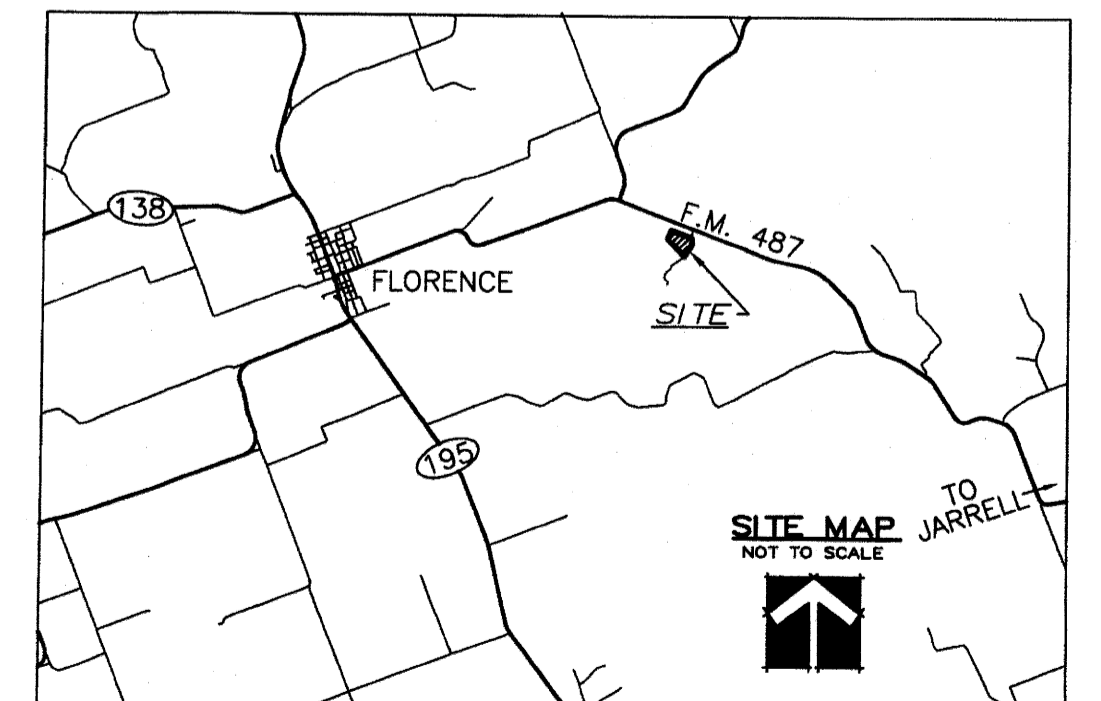
THENCE continuing with the centerline of said access easement and with the east line of said Batten 10.00 acre tract and this tract in the following five (5) courses:

1. S9°29'45"E 79.95 feet with the west line of said Mack tract to a 1/2" iron pin found,
2. S9°35'58"E 92.78 feet continuing with the west line of said Mack tract to a 1/2" iron pin found,
3. S4°28'01"W 115.53 feet continuing with the west line of said Mack tract to a 1/2" iron pin found,
4. S26°05'42" W 227.81 feet passing the north line of that tract described as 30.00 acres in a Warranty Deed with Vendor's Lien granted to Kevin J. Stevens et al, dated May 10, 2005 and recorded as Document No. 2005037908 of said official public records and the south line of said Mack tract to a 1/2" iron pin found,
5. S35°46'54"W 451.78 feet with the west line of said Stevens tract to a 1/2" iron pin found for the most easterly corner of that tract described as Tract II in a Warranty Deed to Joe McLod Maines et al, dated August 8, 2008 and recorded as Document No. 2008062302 of said official public records being the southeast corner of said 10.00 acre Batten tract and this tract;

THENCE: N43°59'33"W at 482.77 feet passing the east line of said Batten 7.78 acre tract and the west line of Batten 10.00 acre tract, in all 1123.40 feet with the northeast line of said Maines Tract II and the southwest line of this tract to a 1/2" iron pin found being the most northerly corner of said Maines Tract II and an angle point in a south line of that tract described as Tract I granted to Joe M. Maines et al, in said Warranty Deed Document No. 2008062302 being the most westerly corner of said Batten 7.78 acre tract and this tract;

THENCE: N20°50'47"E 449.16 feet with the east line of said Maines Tract I and the west line of said Batten 7.78 acre tract to a 1/2" iron pin found being the southwest corner of said Moore tract and the northwest corner of said Batten 7.78 acre tract and this tract;

THENCE: S68°57'16"E at 579.85 feet passing the west line of said Batten 10.00 acre tract and the east line of said Batten 7.78 acre tract, in all 1034.11 feet with the south line of said Moore tract and the north line of this tract being the basis of bearings cited hereon, to the Point of Beginning.



TOTAL ACRES: 17.78 ACRES
NO. OF LOTS: 2 LOTS
NO. OF BLOCKS: 1
AREA OF SMALLEST RESIDENTIAL LOT: 7.78 ACRES
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
OWNER: RANDY BATTEN & HEATHER HEHMAN
 120 HIDDEN LANE
 FLORENCE, TX 76527
 PH: (512)793-0255
SURVEYOR: CASTLEBERRY SURVEYING, LTD.
 3613 WILLIAMS DRIVE, SUITE 903
 GEORGETOWN, TX 78628
 (512) 930-1600 / (512) 930-9389 fax
ENGINEER:

Couler Engineering
 CIVIL ENGINEERS
 595 ROUND ROCK WEST DRIVE, STE. 101
 ROUND ROCK, TEXAS 78681
 (512) 248-1800 VOICE
 (512) 248-9903 FAX

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 09°29'45" E	79.95'
L2	S 09°35'58" E	92.78'
L3	S 04°28'01" W	115.53'

RECORD LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 05°56'43" E	79.95'
L2	S 06°02'56" E	92.78'
L3	S 08°01'04" W	115.53'

LEGEND

●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD."
⊙	BLOCK IDENTIFIER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
D.R.W.C.	DEED RECORDS WILLIAMSON CO.

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

SHEET
 1
 OF
 2

PRELIMINARY PLAT OF
BATTEN SUBDIVISION
17.78 ACRES OUT OF THE DAVID D. BERRY SURVEY, ABSTRACT NO. 104,
WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT RANDY BATTEN, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING THAT TRACT DESCRIBED IN DOCUMENT NO. 2002088718 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND THAT TRACT DESCRIBED IN DOCUMENT NO. 2002088720 OF SAID OFFICIAL PUBLIC RECORDS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECODATION 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 **BATTEN 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.

RANDY BATTEN
120 HIDDEN LANE
FLORENCE, TX, 76527

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS 20 DAY OF DECEMBER 2009 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

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES _____

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

THAT HEATHER HEHMAN, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING THAT TRACT DESCRIBED IN DOCUMENT NO. 2002088718, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND THAT TRACT DESCRIBED IN DOCUMENT NO. 2002088720 OF SAID OFFICIAL PUBLIC RECORDS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECODATION OF THIS SUBDIVISION AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **BATTEN 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.

HEATHER HEHMAN
120 HIDDEN LANE
FLORENCE, TX, 76527

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS 20 DAY OF DECEMBER 2009 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

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES _____

LIEN HOLDER CERTIFICATION:

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

THAT GMAC MORTGAGE, THE LIEN HOLDER OF THAT 10.00 ACRES RECORDED IN DOCUMENT NO. 2002088718 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF SAID 10.00 ACRES, SITUATED IN 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.

GMAC MORTGAGE
P.O. BOX 79135
PHOENIX, AZ 85062
1-800-766-4622

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS 20 DAY OF DECEMBER 2009 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 LIEN HOLDER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES _____

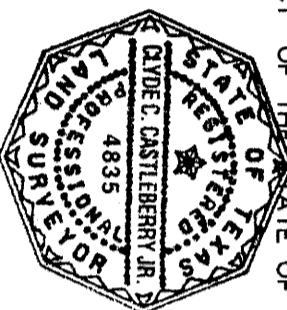
SURVEYOR'S CERTIFICATION:

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

I, CLYDE C. CASTLEBERRY JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DEEDS MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS OR CLIPPING OF IMPROVEMENTS OR ROADS THAT ARE 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.

CLYDE C. CASTLEBERRY JR. DATE 12/31/09
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835



ENGINEER'S CERTIFICATION:

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

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 ENCOACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C0125 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

JAMES B. COULTER DATE Dec 09
REGISTERED PROFESSIONAL ENGINEER NO. 57922



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. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY CHISHOLM TRAIL SUD. AND O.S.S.F.
4. 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 PLAN ADMINISTRATOR.
5. NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD PLAN ADMINISTRATOR FOR EACH LOT SPECIFIED.
6. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAN LOCATED WITHIN THIS BLUE LINE (SURVEY), AN APPLICATION FOR FLOOD PLAN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAN ADMINISTRATOR.
7. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
8. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLIAMSON AND IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (EARYZ).
9. CONTOUR ELEVATIONS SHOWN HEREON BASED ON DATA OBTAINED FROM CAPITAL OF TEXAS COUNCIL OF GOVERNMENTS.
10. ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

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 WHETHER THE PLATMENTS IN THIS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST IN THIS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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 SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY REGULATIONS (TOE) 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 FOR VERIFICATIONS OF 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 DATE _____
DIRECTOR ENVIRONMENTAL SERVICES

COUNTY JUDGE'S APPROVAL:

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

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 DATE APPROVED _____ DATE SIGNED _____
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS _____ DAY OF _____ 20__ A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

MAIL BOXES:

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

COUNTY CLERK'S APPROVAL:

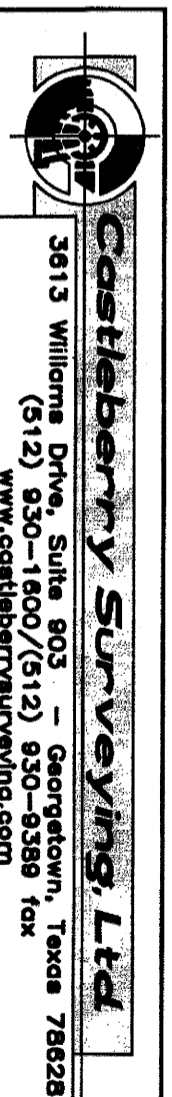
STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

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



SHEET

2 OF 2

Hear presentation by BWM and take appropriate action on Conceptual Park Master Plan for the Williams Tract.

Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation by BWM and take appropriate action on Conceptual Park Master Plan for the Williams Tract.

Background

On June 30 the Commissioners Court approved Landscape Architectural services for BWM for a Conceptual Park Master Plan for Williams Tract Park. Meetings with local municipal professionals to Texas Parks and Wildlife folks, community wide open house sessions, and with County Commissioners and many information gathering sessions have led to a draft plan to be presented to the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers Started On: 01/20/2010 07:52 AM
Final Approval Date: 01/21/2010

**Hill Possession and Use Agreement - RM 2338 (P12)
Commissioners Court - Regular Session**

Date: 01/26/2010
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 Kevin and Angela Hill for ROW needed on RM 2338. (P12)

Background

Fiscal Impact

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

Attachments

Link: [Hill PUA - RM 2338 \(P12\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/21/2010 08:42 AM
Final Approval Date: 01/21/2010

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

WHEREAS, KEVIN MARK HILL and ANGELA R. HILL, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain pieces, parcels or tracts of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-B", which are attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT and PEDERNALES ELECTRIC COOPERATIVE "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A" (parcel 12), and a waterline easement/electric utility interest in and to the tract of land described in Exhibit "B" (parcel 12E), whether through contract and conveyance or through eminent domain proceedings (the "Property"); and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the RM 2338 roadway improvements and related utility relocation activities (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of NINETEEN THOUSAND SIX HUNDRED AND 00/100 Dollars (\$19,600.00), which amount represents the portion of the approved value that is the estimated cost for relocation/reconfiguration of the existing OSSF system from the property proposed to be acquired to the remaining property of Seller, 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 Exhibits "A-B".

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 Exhibits "A-B", and any other real property situated on Exhibits "A-B" or on the remainder property adjacent to Exhibits "A-B" 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.

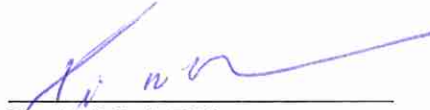
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of full execution of this agreement by all parties.
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, 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 it will not take possession of the Property for the purposes set out in this Agreement prior to February 8th, 2010. GRANTOR shall fully vacate the Property on or before February 8th, 2010, and prior to that date GRANTOR agrees that it shall diligently pursue the reconstruction, relocation or reconfiguration of any part of the existing OSSF system which is located within the property described in Exhibits "A-B" to within the remaining property of GRANTOR.
8. GRANTOR and GRANTEE further acknowledge that the parties have reached an agreement for GRANTOR to pay the total amount of \$51,294.00 as compensation for the property interests sought to be acquired herein, the acquisition of any improvements within or upon that Property, and for any damages to or reconfiguration of the remaining property of GRANTEE. Therefore, the parties further agree that upon completion of the reconstruction, relocation or reconfiguration of the existing OSSF system on the remaining property of GRANTEE and approval of the operation of that system by the appropriate governmental authorities, the parties shall diligently proceed toward completion of a real estate transaction for the sale of the Property and payment of the remaining purchase price as described herein.

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]

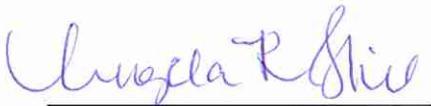
Executed this the 18th day of January, 2010.

GRANTOR:



Kevin Mark Hill

Address: 100 East Ridgewood Road
Georgetown, Tx 78633



Angela R. Hill

Address: 100 East Ridgewood Road
Georgetown, Tx 78633

GRANTEE:

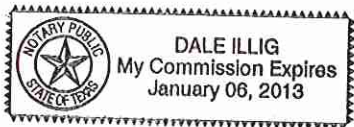
WILLIAMSON COUNTY, TEXAS

County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19th day of January, 2010 by Kevin Mark Hill and Angela R. Hill, in the capacity and for the purposes and consideration recited herein.



Dale Illig
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 ___ day of _____, 2010 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.: 12
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 12

BEING 0.136 of an acre (5,940 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, being a portion of Lot 1B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded in Document No. 9751915 of the Official 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 the iron pin found on the Southeast line of East Ridgewood Road, marking the more northerly corner of the above-referenced Lot 1B;

THENCE, along the said Southeast line of East Ridgewood Road, being the Northwest line of the said Lot 1B, S 49°40'45" W, 172.58 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 proposed Northeast line of Ranch to Market Highway No. 2338, 124.83 feet left of station 424+57.03, for the more northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 2°18'45" W, 67.73 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);
- 2) And S 45°03'00" E, 167.76 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 1B, being the Northwest line of Lot 2B of the said Birdland Subdivision, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427 of the Official Records of Williamson County, Texas, for a more easterly corner hereof;
- 3) THENCE, S 44°59'45" W, 27.12 feet to an iron pin found on the existing Northeast line of RM 2338, for the most southerly corner hereof;
- 4) THENCE, along the said existing Northeast line of RM 2338, N 45°04'15" W, 170.02 feet to an iron pin found;

- 5) And N 2°27'15" E, 67.83 feet to an iron pin found at the intersection of the said existing Northeast line of RM 2338 and the said Southeast line of East Ridgewood Road, for a westerly corner hereof;
- 6) THENCE, along the said Southeast line of East Ridgewood Road, N 49°40'45" E, 27.08 feet to the Place of BEGINNING and containing 0.136 of an acre (5,940 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.

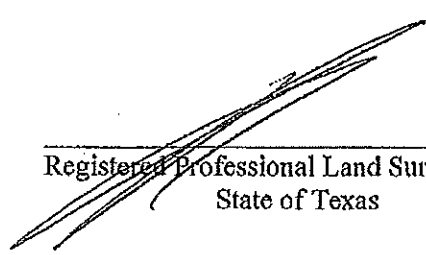
STATE OF TEXAS }

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.

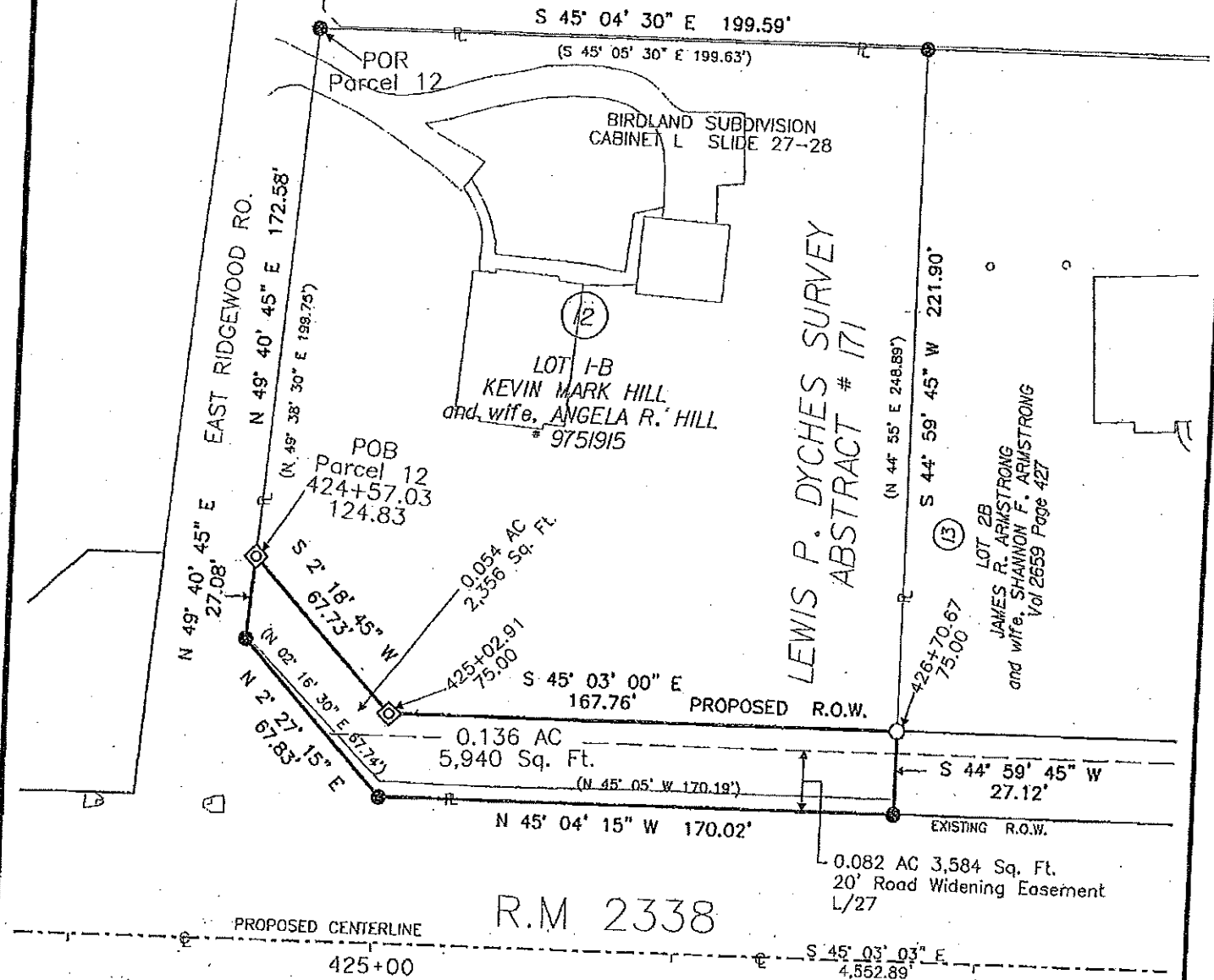
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 13th day of March, 2008, A.D.



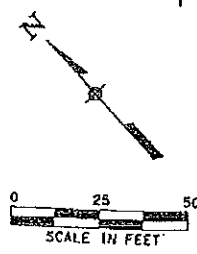
 Brian F. Peterson
 Registered Professional Land Surveyor, No. 3967
 State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



R.M. 2338



STEGER BIZZELL

Address: 5125 R. AUSTIN AVENUE, GEORGETOWN, TX 75126
 Phone: (956) 481-1111, Fax: (956) 481-1111
 Website: www.stegerbizzell.com

Engineers, Planners, Surveyors

PARCEL PLAT SHOWING PROPERTY OF:
 KEVIN MARK HILL
 and wife, ANGELA R HILL



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 12
 Plat 1 of 2

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
- ℓ 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 PERSONAL DIRECTION AND SUPERVISION.

[Handwritten Signature]

3/18/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



	PARCEL PLAT SHOWING PROPERTY OF: KEVIN MARK HILL and wife, ANGELA R HILL			
	SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.108 ACRE OF LAND SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.108 ACRE (4,691 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 1B, BIRDLAND SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET L, SLIDES 27-28 OF THE PLAT 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 Lot 1B, same being the northwest line of Lot 2B, said Birdland Subdivision, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way;

THENCE leaving said southeast line of Lot 1B and said northwest line of Lot 2B, crossing said Lot 1B, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. N45°03'03"W a distance of 167.76 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found, and
2. N02°18'49"E a distance of 67.73 feet to a point in the southeast right-of-way line of East Ridgewood Road, a 50-foot wide right-of-way according to the plat of North Lake Estates, a subdivision according to the plat of record in Cabinet H, Slides 354-370 of said Plat Records of Williamson County, Texas, same being the northwest line of said Lot 1B, and from which a 1/2-inch iron rod found for an angle point in said southeast right-of-way line of East Ridgewood Road and said northwest line of Lot 1B, bears S49°40'42"W a distance of 23.47 feet;

THENCE with said southeast right-of-way line of East Ridgewood Road and said northwest line of Lot 1B, N49°40'42"E a distance of 20.07 feet;

THENCE leaving said southeast right-of-way line of East Ridgewood Road and said northwest line of Lot 1B, crossing said Lot 1B with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, the following three (3) courses and distances:

1. S40°19'18"E a distance of 7.73 feet,
2. S02°18'49"W a distance of 66.87 feet, and
3. S45°03'03"E a distance of 159.00 feet to a point in said southeast line of Lot 1B and said northwest line of Lot 2B;

THENCE with said southeast line of Lot 1B and said northwest line of Lot 2B, S44°59'50"W a distance of 20.00 feet to said POINT OF BEGINNING and containing 0.108 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

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 25th day of August 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



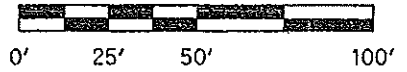
DH Clark 8/25/2009
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

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(12)-26424.dgn, dated August 25, 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.

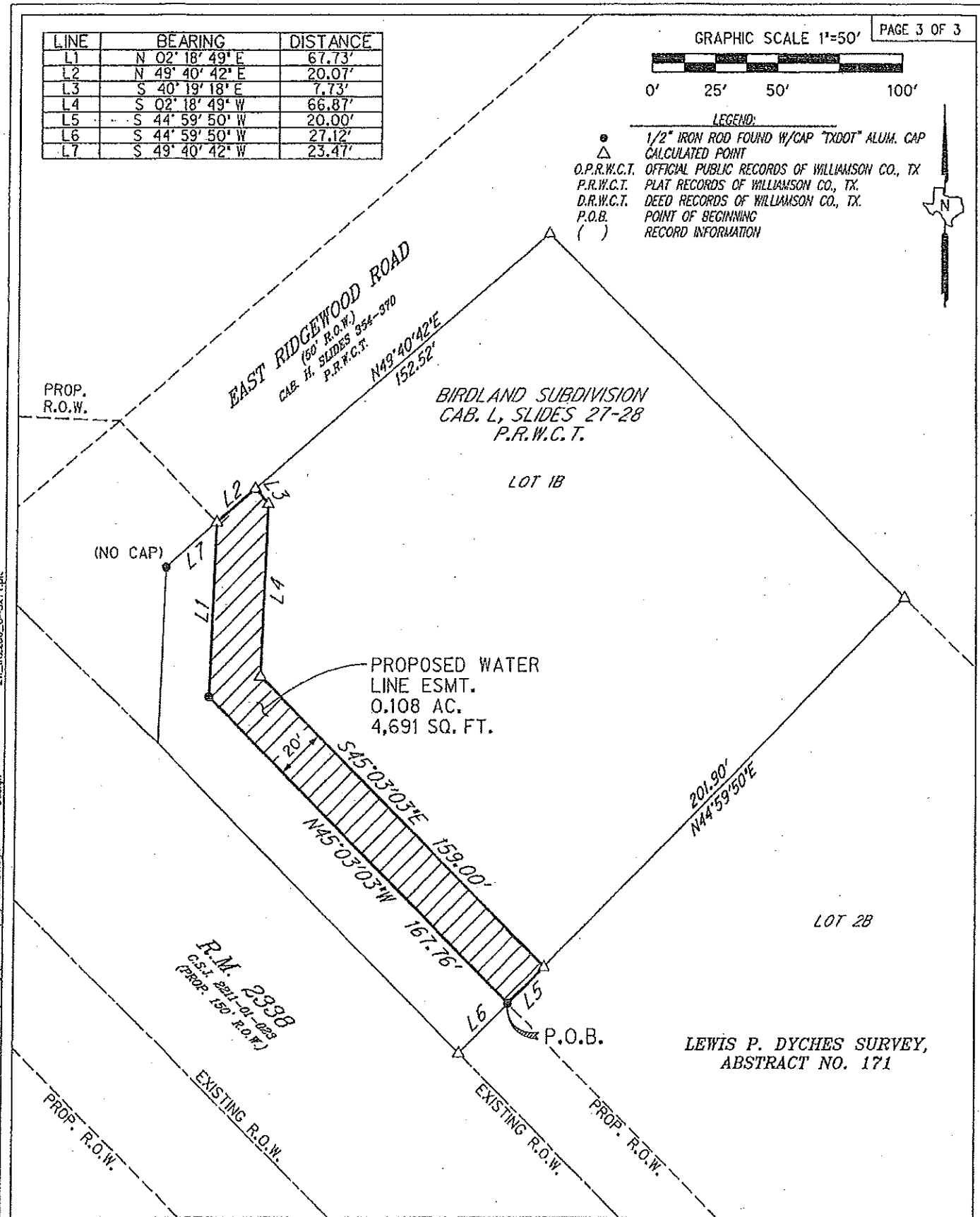
LINE	BEARING	DISTANCE
L1	N 02° 18' 49" E	67.73'
L2	N 49° 40' 42" E	20.07'
L3	S 40° 19' 18" E	7.73'
L4	S 02° 18' 49" W	66.87'
L5	S 44° 59' 50" W	20.00'
L6	S 44° 59' 50" W	27.12'
L7	S 49° 40' 42" W	23.47'

GRAPHIC SCALE 1"=50'



LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TXDOT" ALUM. CAP
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION



2W_IR2200_B-5x11.plt

Design

I:\260003\26424\CADD\Survey\S301-IS(12)-26424.dwg

8/25/2009 1:57:13 P:\dth2112\HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 12 SKETCH TO ACCOMPANY DESCRIPTION			
HALFF AVO: 26424	DATE: 8/25/2009	ACCOMPANYING FILE NAME: SV-LD-P12-26424.doc	SKETCH BY: KKH

4,691 SQUARE FEET
~ 0.108 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

EXHIBIT B

County: Williamson
Parcel No.: 12 (U)
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 12 (U) EASEMENT

BEING 0.108 of an acre (4,719 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, being a portion of Lot 1B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded in Document No. 9751915 of the Official 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 the iron pin found on the Southeast line of East Ridgewood Road, marking the most northerly corner of the above-referenced Lot 1B;

THENCE, along the said Southeast line of East Ridgewood Road, being the Northwest line of the said Lot 1B, S 49°40'45" W, 145.39 feet to a point, for the more northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 2°18'45" W, 77.37 feet to a point;
- 2) And S 45°03'00" E, 159.00 feet to a point on the Southeast line of the said Lot 1B, being the Northwest line of Lot 2B of the said Birdland Subdivision, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427 of the Official Records of Williamson County, Texas, for a most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 1B being the Northwest line of the said Lot 2B, S 44°59'45" W, 20.00 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 4) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 167.76 feet to a TxDOT Type II Monument set;
- 5) And N 2°18'45" E, 67.73 feet to an TxDOT Type II Monument at the intersection of the said proposed Northeast line of RM 2338 and the said Southeast line of East Ridgewood Road, for a westerly corner hereof;

- 6) THENCE, along the said Southeast line of East Ridgewood Road, N 49°40'45" E, 27.19 feet to the Place of BEGINNING and containing 0.108 of an acre (4,719 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.

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.

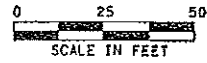
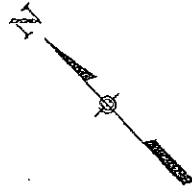
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 23rd day of April, 2009, A.D.

Brian F. Peterson

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



EAST RIDGEWOOD ROAD

S 45° 04' 30" E 199.59'
(S 45° 05' 30" E 199.63')

BIRDLAND SUBDIVISION
CABINET L, SLIDE 27-28

LEWIS R. DYCHES SURVEY
Abstract # 171

Lot 1B

KEVIN MARK HILL and Wife,
ANGELA R. HILL
9751915

Lot 2B

JAMES R. ARMSTRONG
and Wife, SHANNON R. ARMSTRONG
2659/427

N 49° 40' 45" E 145.39'
(N 49° 38' 30" E 199.75')

(N 44° 55' 00" E 248.89')

S 44° 59' 45" W 201.90'

N 49° 40' 45" 27.19'

S 2° 18' 45" W 77.37'

N 02° 18' 45" E 67.73'

S 45° 03' 00" E 159.00'

PROPOSED EASEMENT
0.108 AC
4,719 Sq. Ft.

S 44° 59' 45" W
20.00'

N 45° 03' 00" W 167.76' PROPOSED R.O.W

S 44° 59' 45" W
27.12'

(N 45° 05' 00" W 170.19')

EXISTING R.O.W

N 02° 27' 15" W 67.83'

(N 02° 16' 30" E 67.74')

N 45° 04' 15" W 170.02'

N 49° 40' 45" E 27.08'

RM 2338

425+00

EXISTING R.O.W

PAGE 3 OF 4

STEGER ABIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

KEVIN MARK HILL
and wife, ANGELA R. HILL



OWNER	1875 B. ALSTON AVENUE	OPERATIONAL TRUSTS
PLAT	217 B. B. 412	STEGER ABIZZELL
DATE	11/20/2018	11/20/2018

SCALE:	CSJ:	PROJECT:	COUNTY:
1" = 50'	2211-01-023	RM 2338	WILLIAMSON

PARCEL: 12(U)
PLAT 1 OF 2

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
- ⊕ 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.

[Handwritten Signature]
6/23/09

BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



STEGERY BIZZELL

1978 S. ALBERTA AVENUE GEORGETOWN, TX 75626
 972.330.4111 972.330.4111 972.330.4111
 >>ENGINEER >>PLANNER >>SURVEYOR

PARCEL PLAT SHOWING PROPERTY OF:
 KEVIN MARK HILL
 and wife, ANGELA R. HILL



SCALE: 1" = 50'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
--------------------	---------------------	---------------------	-----------------------

PARCEL: 12(U)
 PLAT 2 OF 2

**Lloyd Real Estate Contract - SH 29 (P2)
Commissioners Court - Regular Session**

Date: 01/26/2010
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 Real Estate Agreement with Jeffrey Scott Lloyd for ROW needed on SH 29. (P2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Lloyd RE Contract - SH 29 \(P2\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/21/2010 08:54 AM
Final Approval Date: 01/21/2010

REAL ESTATE CONTRACT
SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by JEFFREY SCOTT LLOYD (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (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 1.649 acre tract of land, more or less out of the Noah Smithwick Survey, Abstract No.590 in Williamson County, Texas; said tract being further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

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

2.01. The purchase price for the Property shall be the sum of ONE HUNDRED SIXTY THAOUND and 00/100 DOLLARS (\$160,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

Special Provisions and Additional Consideration

2.03. As an obligation which shall survive the closing of this transaction, Seller and its successors and assigns shall be permitted to continue to access its remaining property from the existing driveway connection to SH29 until such time as Seller or its successors receive notice that construction of the SH29 widening improvement project will begin, or until the Texas Department of Transportation begins construction of such improvements on the Property.

This provision shall be contained in the deed conveying the Property to Purchaser.

**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;

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before February 15, 2010, 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 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.

(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.

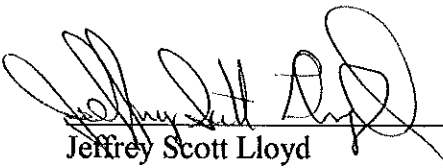
Effective Date

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:



Jeffrey Scott Lloyd

Date: 1-12-10

Address: 101 CR 266

PURCHASER:

County of Williamson, Texas

By: _____
Dan A. Gattis, County Judge
Date: _____

Union State Bank Real Estate Contract - RM 2338 (P9) Commissioners Court - Regular Session

Date: 01/26/2010
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 Real Estate Agreement with Union State Bank for ROW needed on RM 2338. (P9)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Union State Bank RE Contract - RM 2338 \(P9\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/21/2010 08:57 AM
 Final Approval Date: 01/21/2010

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between UNION STATE BANK, (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 0.729 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 9); and

Waterline easement and electric utility easement interest in and to that certain 0.283 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 9UE); 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 ONE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED SIXTY FIVE and 00/100 Dollars (\$126,965.00).

2.01.1. As additional compensation Purchaser shall pay the amount of TWENTY TWO THOUSAND TWO HUNDRED FIFTY ONE and 00/100 Dollars (\$22,251.00) 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 an obligation which shall survive the closing of this transaction, Purchaser agrees that it shall not remove any existing fencing upon the Property within 30 days after the closing of this transaction in order to allow Seller adequate time to complete any relocation or replacement of fencing on the new property line of Seller.

**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 February 15, 2010, 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 and an electric utility easement to Pedernales Electric Cooperative 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 "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The electric utility 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.

[signature page follows]

SELLER:

UNION STATE BANK

By: Coleen Beck
Coleen Beck
President/CEO

Address: _____

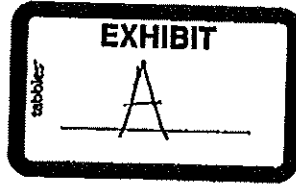
Date: 1/15/2010

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626



County: Williamson
Parcel No.: 9
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 9

BEING, 0.729 of an acre (31,737 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 8.13 acres, as conveyed to Lonnie J. Pebley and Jamie E. Pebley by deed recorded as Document No. 2007048227 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 westerly corner of the above referenced 8.13 acre Pebley tract, being the South line of that certain tract of land called 14.4680 acres, as conveyed to Landmark Vista, Ltd. by deed recorded as Document No. 2006025801 of the Official Public Records of Williamson County, Texas;

THENCE, along the North line of that said 8.13 acre Pebley tract, being the said South line of the 14.4680 acre Landmark Vista, Ltd. tract, N 68°51'45" E, 76.90 feet to an iron pin found, and N 69°42'45" E, 413.24 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 95.90 feet right of station 411+36.39, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, N 69°42'45" E, 70.38 feet to an iron pin found on the existing Southwest line of RM 2338, marking the most northerly corner of the said 8.13 acre Pebley tract, being the most easterly corner of the said 14.4680 acre Landmark Vista, Ltd. tract, for the most northerly corner hereof;
- 2) THENCE, along the said existing Southwest line of RM 2338, S 45°04'45" E, 578.16 feet to an iron pin found marking the most easterly corner of the said 8.13 acre Pebley tract, being the most northerly corner of that certain tract of land called 14.807 acres, as described in a deed containing one-half interest to Bertha Elizabeth Travis by deed recorded as Document No. 2005011293 of the Official Public Records of Williamson County, Texas and a deed containing one-half interest to William B. Travis by deed recorded as Document No. 2005011294 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said 8.13 acre Pebley tract, being the Northwest line of the said 14.807 acre Travis tract, S 43°07'45" W, 53.31 feet to an iron pin with

TxDOT aluminum cap set on the proposed Southwest line of RM 2338, for most southerly corner hereof;

- 4) THENCE, along the said proposed Southwest line of RM 2338, N 45°03'00" W, 545.72 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);
- 5) And N 54°46'45" W, 64.54 feet to the Place of BEGINNING and containing 0.729 of acre (31,737 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

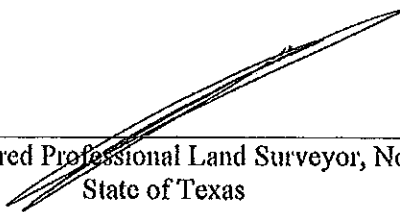
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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.

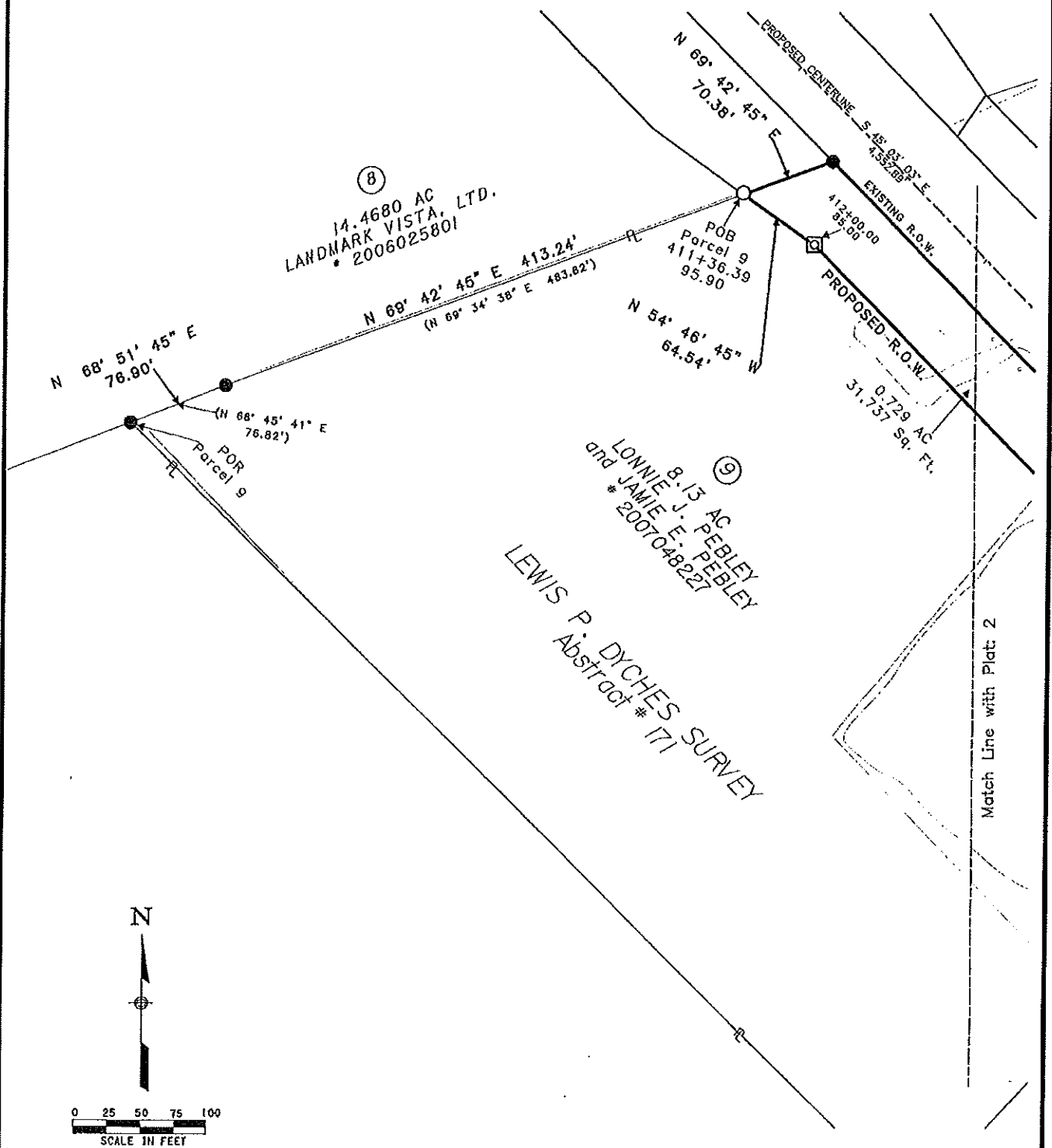
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2009, A.D.



 Brian F. Peterson
 Registered Professional Land Surveyor, No. 3967
 State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



⑧
14.4680 AC
LANDMARK VISTA, LTD.
* 2006025801

⑨
8.13 AC
LONNIE J. PEBLEY
and JAMIE E. PEBLEY
* 2007048227

LEWIS P. DYCHES SURVEY
Abstract # 171

N 68° 51' 45" E
76.90'
POR
Parcel 9
(N 68° 45' 41" E
76.82')

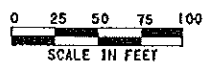
N 69° 42' 45" E 413.24'
(N 69° 34' 38" E 483.82')

POB
Parcel 9
411+36.39
95.90
N 54° 46' 45" W
64.54'

PROPOSED CENTERLINE
5.45+03.07' E
4.55+7.65' E
EXISTING R.O.W.
412+00.00
55+00.00

PROPOSED R.O.W.
0.729 AC
31.757 sq. Ft.

Match Line with Plat 2



STEGERO BIZZELL

1177 B. ALBERT AVENUE GEORGETOWN, TX 75243
 972.222.2412 FAX 972.222.2415 WWW.STEGEROBIZZELL.COM
 SURVEYORS PLANNERS ENGINEERS

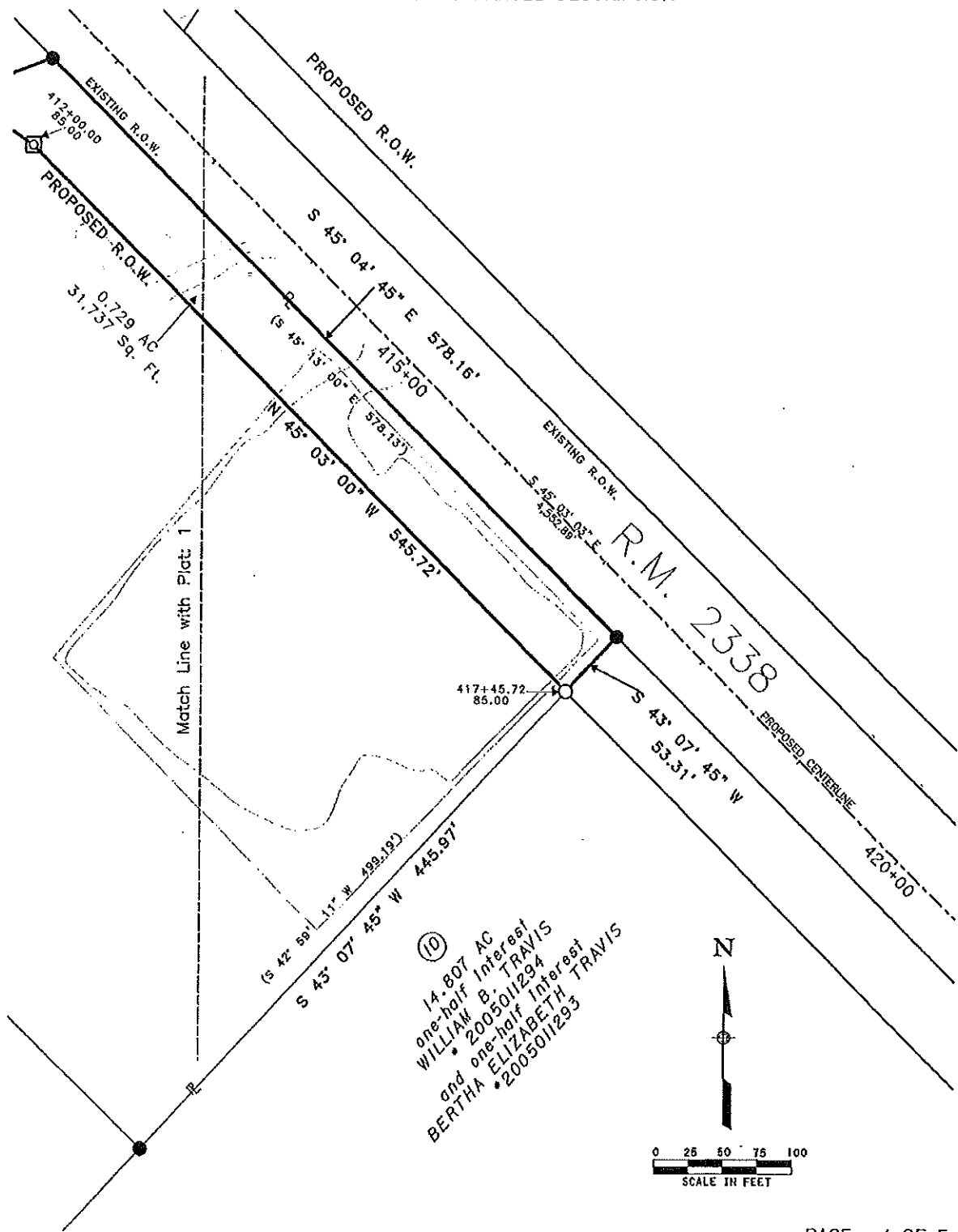
PARCEL PLAT SHOWING PROPERTY OF:
LONNIE J. PEBLEY
and JAMIE E. PEBLEY

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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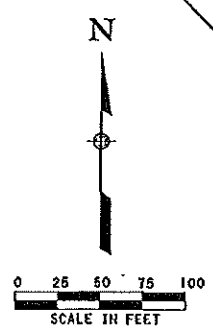
Texas Department of Transportation
 201 North East Street, Austin, TX 78701

PARCEL: 9
Plat 1 of 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION



(10)
 14.807 AC
 one-half Interest
 WILLIAM B. TRAVIS
 and one-half Interest
 BERTHA ELIZABETH TRAVIS



STEGERO BIZZELL

1178 S. ALBERTA AVENUE
 GEORGETOWN, TEXAS 75142
 TEL: 409.361.1111 FAX: 409.361.1112
 WWW.STEGEROBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF: LONNIE J. PEBLEY and JAMIE E. PEBLEY			
SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON

Texas Department of Transportation
 TEXAS 2024 by Texas Department of Transportation

PARCEL: 9
 Plat 2 of 3

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

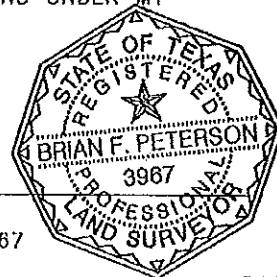
NOTES:

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.

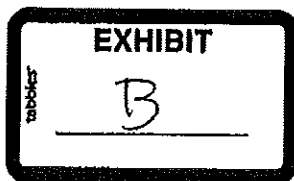
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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.

3/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



<p>11718 AURORA ROAD 813.832.8414 813.202.2413 STEGERBIZZELL.COM</p>	PARCEL PLAT SHOWING PROPERTY OF: LONNIE J. PEBLEY and JAMIE E. PEBLEY			<p>Texas Department of Transportation 2008 by final contract of transportation</p>
	SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	



County: Williamson
Parcel No.: 9 (U)
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 9 (U) EASEMENT

BEING, 0.283 of an acre (12,334 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 8.13 acres, as conveyed to Lonnie J. Pebley and Jamie E. Pebley by deed recorded as Document No. 2007048227 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 westerly corner of the above referenced 8.13 acre Pebley tract, being the South line of that certain tract of land called 14.4680 acres, as conveyed to Landmark Vista, Ltd. by deed recorded as Document No. 2006025801 of the Official Public Records of Williamson County, Texas;

THENCE, along the North line of the said 8.13 acre Pebley tract, being the said South line of the said 14.4680 acre Landmark Vista, Ltd. tract, N 68°45'41" E, 76.87 feet to an iron pin found, and N 69°42'45" E, 388.98 feet to a point, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Northwest line of the 8.13 acre Pebley tract, being the said Southeast line of the 14.4680 acre Landmark Vista, Ltd., tract, N 69°42'45" E, 24.26 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, for the most northerly corner hereof;
- 2) THENCE, along the said proposed Southwest line of RM 2338, S 54°46'45" E, 64.54 feet to a TxDOT Type II Monument set;
- 3) and, S 45°03'00" E, 545.72 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said 8.13 acre Pebley tract, being Northwest line of that certain tract of land called 14.807 acres, as described in a deed conveying one-half interest to Bertha Elizabeth Travis by deed recorded as Document No. 2005011293 of the Official Public Records of Williamson County, Texas and a deed conveying one-half interest to William B. Travis by deed recorded as Document No. 2005011294 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;

- 4) THENCE, along the Southeast line of the said 8.13 acre Pebley tract, being the Northwest line of the said 14.807 acre Travis tract, S 43°07'45" W, 20.01 feet to a point, for most southerly corner hereof;
- 5) THENCE, N 45°03'00" W, 544.65 feet to a point;
- 6) And N 54°46'45" W, 76.58 feet to the Place of BEGINNING and containing 0.283 of acre (12,334 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.

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 23rd day of April, 2009, A.D.



Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT i ACCOMPANY PARCEL DESCRIPTION

19.692 AC
SOMERSET HILLS, LTD.
2006110193

PROPOSED R.O.W

EXISTING R.O.W

14.4680 AC
LANDMARK VISTA, LTD.
2006025801

RM 2338

EXISTING R.O.W

S 45° 04' 45" E 578.16'

(S 45° 13' 00" E 578.13')

N 69° 42' 45" E 70.38'

S 45° 03' 00" E 545.72'

S 43° 07' 45" W 53.31'

PROPOSED R.O.W

N 45° 03' 00" W 544.65'

PROPOSED EASEMENT

0.283 AC
12,334 Sq. Ft.

S 54° 46' 45" E 64.54'

N 54° 46' 45" W 76.58'

S 43° 07' 45" W 20.01'

N 69° 42' 45" E
24.26'

N 69° 42' 45" E 388.98'
(N 69° 34' 38" E 483.82')

8.13 AC
LONNIE J. PEBLEY and
JAMIE E. PEBLEY
2007048227

14.807 AC
one half Interest
BERTHA ELIZABETH TRAVIS
2005011293;
one half Interest
WILLIAM B. TRAVIS
2005011294

S 43° 07' 45" W 425.96'
(S 42° 59' 15" W 499.19')

N 68° 45' 41" E 76.87'
(N 68° 51' 45" E 76.90')

(N 45° 56' 29" W 827.96')

N 45° 47' 30" W 827.82'

LEWIS P. DYCHES SURVEY
Abstract # 171

0 25 50 75 100
SCALE IN FEET

PAGE 3 OF 4

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

LONNIE J. PEBLEY
and JAMIE E. PEBLEY



SCALE:

1" = 100'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 9(U)

PLAT 1 OF 2

1978 S. ALBANY AVENUE GEORGETOWN, TEXAS
812.803.8412 FAX 812.803.8415
STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

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.

[Handwritten Signature]
4/23/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



STEGEBIZZELL

1712 B. J. MARTIN AVENUE
12110 612.802.8111 FAX 612.802.6119 123 STEGEBIZZELL.COM
MEMPHIS MEMPHIS MEMPHIS

PARCEL PLAT SHOWING PROPERTY OF:

LONNIE J. PEBLEY
and JAMIE E. PEBLEY

SCALE: 1" = 100'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
---------------------	---------------------	---------------------	-----------------------

WILLIAMSON COUNTY

1878

PARCEL: 9(U)
PLAT 2 OF 2



**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 UNION STATE BANK, 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 0.729 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 9)

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 _____, 2010.

GRANTOR:

UNION STATE BANK

By: _____
Coleen Beck
President/CEO

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Coleen Beck, 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:

Exhibit
D

WATER LINE EASEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: _____, 2010

GRANTOR: UNION STATE BANK

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: **Chisholm Trail Special Utility District**, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

All of that certain 0.238 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 9E).

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way, and then only in a manner or by such route that occasions the least practicable damage and inconvenience to Grantor or its remaining property; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline

Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2010.

GRANTOR:

UNION STATE BANK

By: _____
Coleen Beck
President/CEO

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Coleen Beck, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727



ELECTRIC UTILITY EASEMENT

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

THAT UNION STATE BANK, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.283 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 9E).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2010.

[signature page follows]

GRANTOR:

UNION STATE BANK

By: _____
Coleen Beck
President/CEO

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Coleen Beck, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Young First Amendment to Real Estate Contract - RM 2338 (P2) Commissioners Court - Regular Session

Date: 01/26/2010
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 the First Amendment to the Real Estate Contract with Circle B-Y Partners, Ltd. and Myra Ann Young for ROW needed on RM 2338. (P2)

Background

Fiscal Impact

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

Attachments

Link: [Young First Amendment - RM 2338 \(P2\)](#)

Link: [Young Exhibits for First Amendment - RM 2338 \(P2\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/21/2010 09:00 AM
 Final Approval Date: 01/21/2010

**FIRST AMENDMENT TO THE
REAL ESTATE CONTRACT FOR
RM 2338 Right of Way**

THIS FIRST AMENDMENT TO THE REAL ESTATE CONTRACT FOR 2338 RIGHT OF WAY (the "First Amendment"), is entered into by and among WILLIAMSON COUNTY, TEXAS, a Texas political subdivision (the "Purchaser") and CIRCLE B-Y PARTNERS, LTD. and MYRA ANN YOUNG (referred to in this contract as "Seller", whether one or more). The Seller and the Purchaser are individually referred to as "Party" and collectively referred to as the "Parties". Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, on or about the 5th day of January, 2010, the Parties entered into that one certain Real Estate Contract (the "Contract"); and

WHEREAS, the contract provides for the sale of 2.151 acres of land from Seller to Purchaser, as shown in Exhibit "A" attached hereto and incorporated hererin; and

WHEREAS, as part of the consideration for the sale of the 2.151 acres referenced above Purchaser desires to convey to Seller a 0.293 acre tract of land that was formerly used as right of way for a Williamson County roadway and which the Purchaser now desires to abandon and relinquish; said 0.293 acre tract being shown in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the parties agree that Purchaser shall be entitled to a credit against the Purchase Price of \$30,000/acre multiplied by the 0.293 acre tract to be conveyed to Seller, which amount is calculated to equal \$8,790.00; and

WHEREAS, the Parties wish to amend the Contract to accomplish the above;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the County and the Purchaser mutually agree as follows:

Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the Contract unless the context clearly requires otherwise.

Section 2. Amendment

(a) Article I is amended to read as follows:

(a) 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 2.151 acre tract of land, more or less, 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 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 herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

(b) Simultaneously with the above described conveyance, Purchaser sells and agrees to convey, and Seller purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.293 of an acre (12,779 square feet), situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein, together with any improvements or fixtures situated on or attached to the said property ("Reconveyed Property")

(b) Article II is hereby amended to read as follows:

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 TWO HUNDRED FIFTY TWO THOUSAND NINE HUNDRED AND THIRTY SIX and 00/100 Dollars (\$252,936.00) (the "Purchase Price").

2.01.1. Purchaser shall receive a credit towards the purchase price of EIGHT THOUSAND SEVEN HUNDRED NINETY and 00/100 (\$8,790.00) (the "Credit") as consideration for conveyance of the Reconveyed Property.

2.01.2. As additional compensation Purchaser shall pay the amount of SIXTEEN THOUSAND EIGHT HUNDRED THIRTEEN and 00/100 Dollars (\$16,813.00) (the "Additional Compensation") as payment for any improvements or replacement of any fencing, and for any damages to the remaining property of Seller.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price, less the Credit, and the Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As an obligation which shall survive the closing of this transaction, within sixty (60) days after the closing of this transaction Purchaser shall complete any 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.

2.04. The deed to transfer the Reconveyed Property shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

Section 3. Miscellaneous

(a) To the extent necessary to effect the terms and provisions of this First Amendment, the Contract is hereby amended and modified. In all other respects, the aforesaid Contract is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the _____ day of _____, 2010.

[signature page follows]

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

SELLER

Circle B-Y Partners, Ltd.
By: _____
Its: _____

Date: _____

Myra Ann Young

Date: _____



County: Williamson
Parcel No.: 2
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 2

BEING 2.151 acres (93,680 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 II called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners, Ltd. and Myra Ann Young, by deed recorded as Document No. 2009038694 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 in five parts as follows;

Part A1: 1.314 Acres (57,247 Square Feet)

Beginning for REFERENCE at an iron pin found marking a corner of the above referenced 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the most northerly corner of a certain tract of land, called 13.82 acres, as conveyed to Mike Nations by deed recorded as Document No. 1999072883 of the Official Public Records of Williamson County, Texas;

THENCE, along a westerly line of said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the East line of the said 13.82 acre Nations tract, S 10°55'15" W, 817.94 feet to an iron pin with TxDOT aluminum cap set, on the proposed Northeast line of the Ranch to Market Highway No. 2338, 85.00 feet, left of station 344+58.78, for the Northwest corner and POINT OF BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of the RM 2338, as follows
S 76°58'15" E, 430.87 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);
- 2) N 86°19'45" E, 69.60 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 76°58'15" E, 257.23 feet, to an iron pin on the west line of that certain tract of land, called 0.60 of an acre as conveyed to Michelle Lynn Bell Dube and husband Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

- 4) THENCE, S 26°25'15" W, 92.44 feet to an iron pin set on the existing Northeast line of RM 2338, being the Southeast corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. And Myra Ann Young Tract II, being the Southwest corner of the said 0.60 of an acre Dube tract, for the Southeast corner hereof;
- 5) THENCE along the said existing Northeast line of RM 2338, N 76°54'45" W, 730.83 feet to an iron pin found marking the most westerly corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, being the Southeast corner of the said 13.82 Nations tract, for the Southwest corner hereof;
- 6) THENCE, N 10°55'15" E, 69.19 feet to the Place of BEGINNING for Part A1 and containing 1.314 acres (57,247 Square Feet) of land, more or less.

Part A2: 0.230 of an acre (10,016 Square Feet)

Beginning for REFERENCE at an iron pin marking a corner of the above referenced 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd. And Myra Ann Young Tract II, being the most northerly corner of a certain tract of land, called 13.82 acres, as conveyed to Mike Nations by deed recorded as Document No. 1999072883 of the Official Public Records of Williamson County, Texas;

THENCE, along a westerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the East line of the said 13.82 acre Nations tract S 10°55'15" W, 817.94 feet, to an iron pin with TxDOT aluminum cap set, on the proposed Northeast line of Ranch to Market Highway No. 2338, 85.00 feet, left of station 344+58.78;

THENCE, along the said proposed Northeast line of the RM 2338, as follows S 76°58'15" E, 430.87 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);

N 86°19'45" E, 69.60 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);

S 76°58'15" E, 288.07 feet, to an iron pin with TxDOT aluminum cap set on the East line of that certain tract of land, called 0.60 of an acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas, being a westerly line of the said 125.00 acres, Save & Except 4.706 acre, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, 105.00 feet left of station 352+44.39, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, S 76°58'15" E, 11.93 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 right;

- 2) Along the curve having a radius of 1,705.00 feet, a Central Angle of $3^{\circ}00'23''$ and Long Chord bears $S 75^{\circ}28'15'' E$, 89.45 feet, for an arc distance of 89.46 feet to an iron pin with TxDOT aluminum cap set on an easterly line of the said 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, being the West line of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas, for the Northwest corner hereof;
- 3) THENCE, $S 13^{\circ}03'15'' W$, 87.74 feet, to an iron pin found on the existing Northeast line of RM 2338, marking a southeasterly corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southwest corner of the said 1.00 acre Dube tract, for the Southeast corner hereof;
- 4) THENCE, along the said existing Northeast line of RM 2338, $N 76^{\circ}54'45'' W$, 122.72 feet, to an iron pin with TxDOT aluminum cap set for a Southwest corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast corner of the said 0.60 of an acre Dube tract, for the Southwest corner hereof;
- 5) THENCE, $N 26^{\circ}25'15'' E$, 92.47 feet, to the Place of BEGINNING for Part A2 and containing 0.230 of an acre (10,016 Square Feet) of land, more or less.

Part B: 0.245 of an acre (10,677 Square Feet)

Beginning for REFERENCE at an iron pin found marking an interior corner of the above referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Northeast corner of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas;

THENCE, along a westerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast line of the said 1.00 acre Dube tract, $S 13^{\circ}01'15'' W$, 144.89 feet, to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of RM 2338, 105.00 feet left of station 355+37.60, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of $9^{\circ}24'58''$ and Long Chord bears $S 62^{\circ}11'30'' E$, 279.88 feet, an arc distance of 280.20 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 a northerly line of an old county road, being a southerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, for the most easterly corner hereof;

September 10, 2009

- 2) THENCE, along the said northerly line of the old county road, being along the said southerly line of 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, N 77°39'15" W, 171.61 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said North line of the old county road and the existing North line of RM 2338;
- 3) THENCE, continuing along the said existing Northeast line of RM 2338, N 71°53'30" W, 99.41 feet to a nail found for a southwesterly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast corner of the said 1.00 acre Dube tract, for the Southwest corner hereof;
- 4) THENCE, N 13°01'15" E, 64.64 feet to the Place of BEGINNING for Part B and containing 0.245 of an acre (10,677 Square Feet) of land, more or less.

Part C: 0.017 of an acre (730 Square Feet)

Beginning for REFERENCE at a TxDOT Type I Concrete Marker found, marking a northerly corner of existing RM 2338, being an interior corner of the above-referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II;

THENCE, along a northwesterly line of the said existing RM 2338, being a southeasterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, S 69°35'45" W, 7.53 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 intersection of the proposed Northeast line of RM 2338 and the said existing Northwest line of RM 2338, 105.00 feet left of station 363+02.86, for the Southeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said existing Northwest line of RM 2338, S 69°35'45" W, 21.55 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said existing Northwest line of RM 2338 and the Northeast line of an old county road, marking a southerly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, for the Southwest corner hereof;
- 2) THENCE, along the said Northeast line of the old county road, being a southwesterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, N 22°54'15" W, 66.20 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said Northeast line of the old county road and the said proposed Northeast line of RM 2338, for the most northerly corner hereof;
- 3) THENCE, along the said proposed Northeast line RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 2°22'10" and Long Chord bears S 40°40'45" E, 70.51 feet, an arc distance of 70.51 feet to the Place of BEGINNING for Part C and containing 0.017 of an acre (730 Square Feet) of land, more or less.

Part D: 0.345 acres (15,010 Square Feet)

Beginning for REFERENCE at a TxDOT Type I Concrete Marker found, marking a northerly corner of existing RM 2338, being an interior corner of the above-referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II;

THENCE, along a northeasterly line of the said existing RM 2338, being a southwesterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, S 21°01'15" W, 23.01 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 intersection of the proposed Northeast line of RM 2338 and the said existing Northeast line of RM 2338, 105.00 feet left of station 363+25.65, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 12°01'20" and Long Chord bears S 32°37'15" E, 360.06 feet, an arc distance of 360.73 feet, an iron pin with TxDOT aluminum cap set on the south line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the north line of that certain tract of land, called 4.706 acres, as described in a Partial Release of Lien to Somerset Hills, Ltd., of record as Document No. 2008067359 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;
- 2) THENCE, S 69°59' W, 72.40 feet to an iron pin with TxDOT aluminum cap set on the said existing Northeast line of RM 2338, for the Southwest corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Northwest corner of the said 4.706 acre Somerset Hills, Ltd., tract, for the Southwest corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 21°01'15" W, 351.44 feet to the Place of BEGINNING for Part D and containing 0.345 of an acre (15,010 Square Feet of land);

Summary:

Part A1 = 1.314 Acres (57,247 Square Feet)
Part A2 = 0.230 of an Acre (10,016 Square Feet)
Part B = 0.245 of an acre (10,677 Square Feet)
Part C = 0.017 of an acre (730 Square Feet)
Part D = 0.345 Acres (15,010 Square Feet)
Total = 2.151 Acres (93,680 Square Feet)

This property description is accompanied by a separate parcel plat.

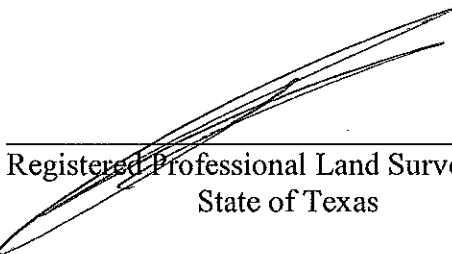
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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 10th day of September, 2009, A.D.



Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION

POR
Parcel 2
Part A

LEWIS P. DYCHES SURVEY
Abstract # 171

①

13.82 AC
MIKE NATIONS
* 199972883

POB
Parcel 2
Part A
344+58.78
85.00

②

TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG
* 2009038694

N 10° 55' 15" E
69.19'

PROPOSED R.O.W.
S 76° 58' 15" E
430.87'

N 86° 19' 45" E
69.60'

348+89.65
85.00

349+56.31
105.00

S 76° 58' 15" E
257.23'

2 PART A1
1.314 AC
57,247 Sq. Ft.

PROPOSED CENTERLINE
345+00

S 76° 58' 19" E
1,375.90'

(N 76° 58' 27" W 884.38')

N 76° 54' 45" W
730.83'

EXISTING R.O.W.
350+00

S 76° 5' 1.3"

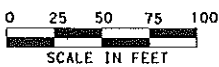
N 76° 5' 30.83"

PROPOSED R.O.W.

Match Line with Plat: 2

R.M. 2338

N



STEGER BIZZELL

ASPER 1878 S. AUSTIN AVENUE GEORGETOWN, TX 75626
 MCD 512.530.5412 FAX 512.930.5416 WEB STEGERBIZZELL.COM
 BIZKEX >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE:
1" = 100'

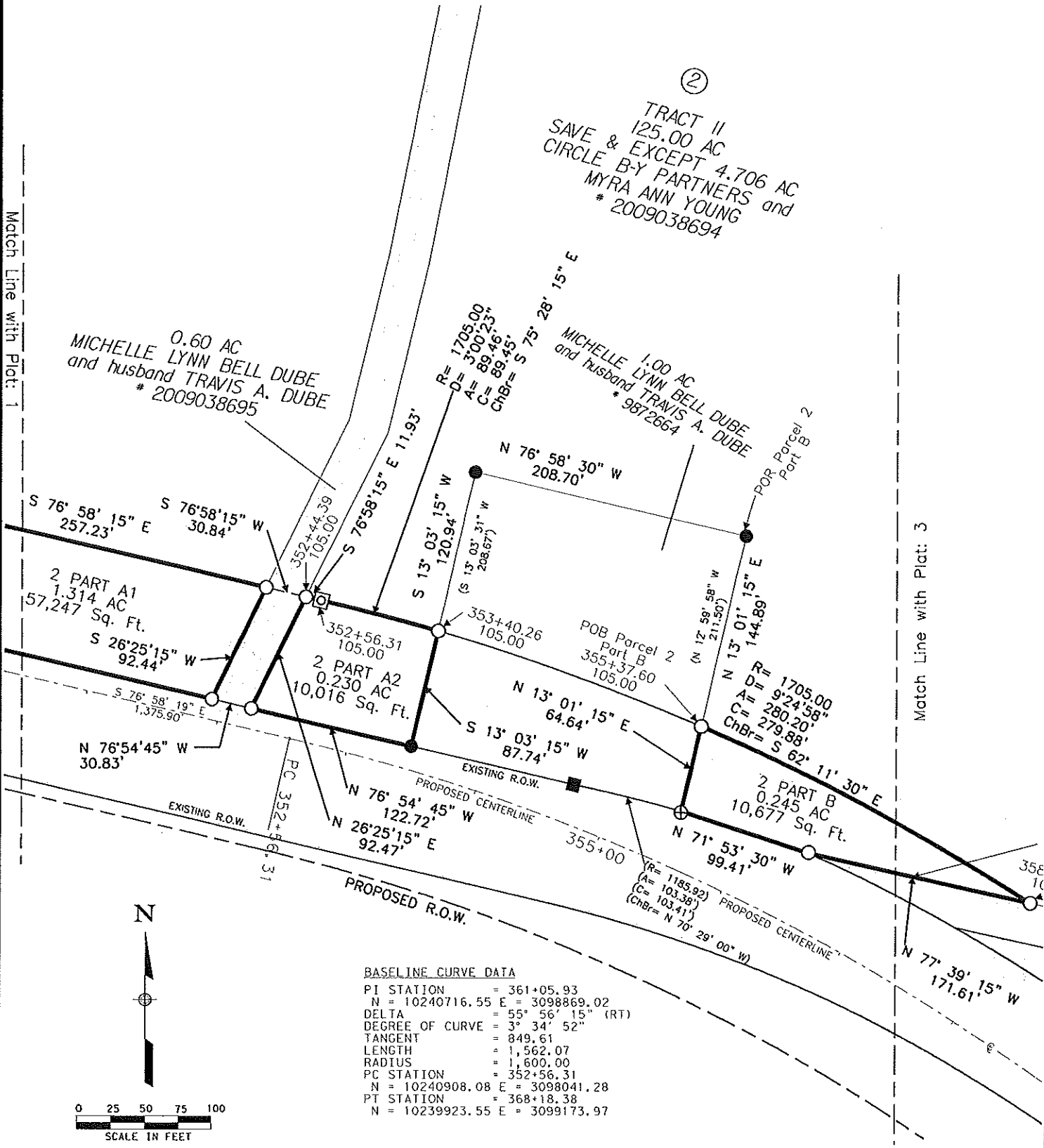
CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 2
Plat 1 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION



②
 TRACT II
 125.00 AC
 SAVE & EXCEPT 4.706 AC
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG
 * 2009038694

0.60 AC
 MICHELLE LYNN BELL DUBE
 and husband TRAVIS A. DUBE
 * 2009038695

1.00 AC
 MICHELLE LYNN BELL DUBE
 and husband TRAVIS A. DUBE
 * 9872664

2 PART A1
 1.314 AC
 57,247 Sq. Ft.

2 PART A2
 0.230 AC
 10,016 Sq. Ft.

POB Parcel 2
 Part B
 355+37.60
 105.00

2 PART B
 0.245 AC
 10,677 Sq. Ft.

BASELINE CURVE DATA
 PI STATION = 361+05.93
 N = 10240716.55 E = 3098869.02
 DELTA = 55° 56' 15" (RT)
 DEGREE OF CURVE = 3° 34' 52"
 TANGENT = 849.61
 LENGTH = 1,562.07
 RADIUS = 1,600.00
 PC STATION = 352+56.31
 N = 10240908.08 E = 3098041.28
 PT STATION = 368+18.38
 N = 10239923.55 E = 3099173.97

STEGEROBIZZELL

ADDRESS 1878 S. AUSTIN AVENUE GEORGETOWN, TX 75228
 PHONE 512.933.5412 FAX 512.933.9419 WEB STEGERSBIZZELL.COM
 SERVICE >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG



SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 2
 Plat 2 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION

②

TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG
2009038694

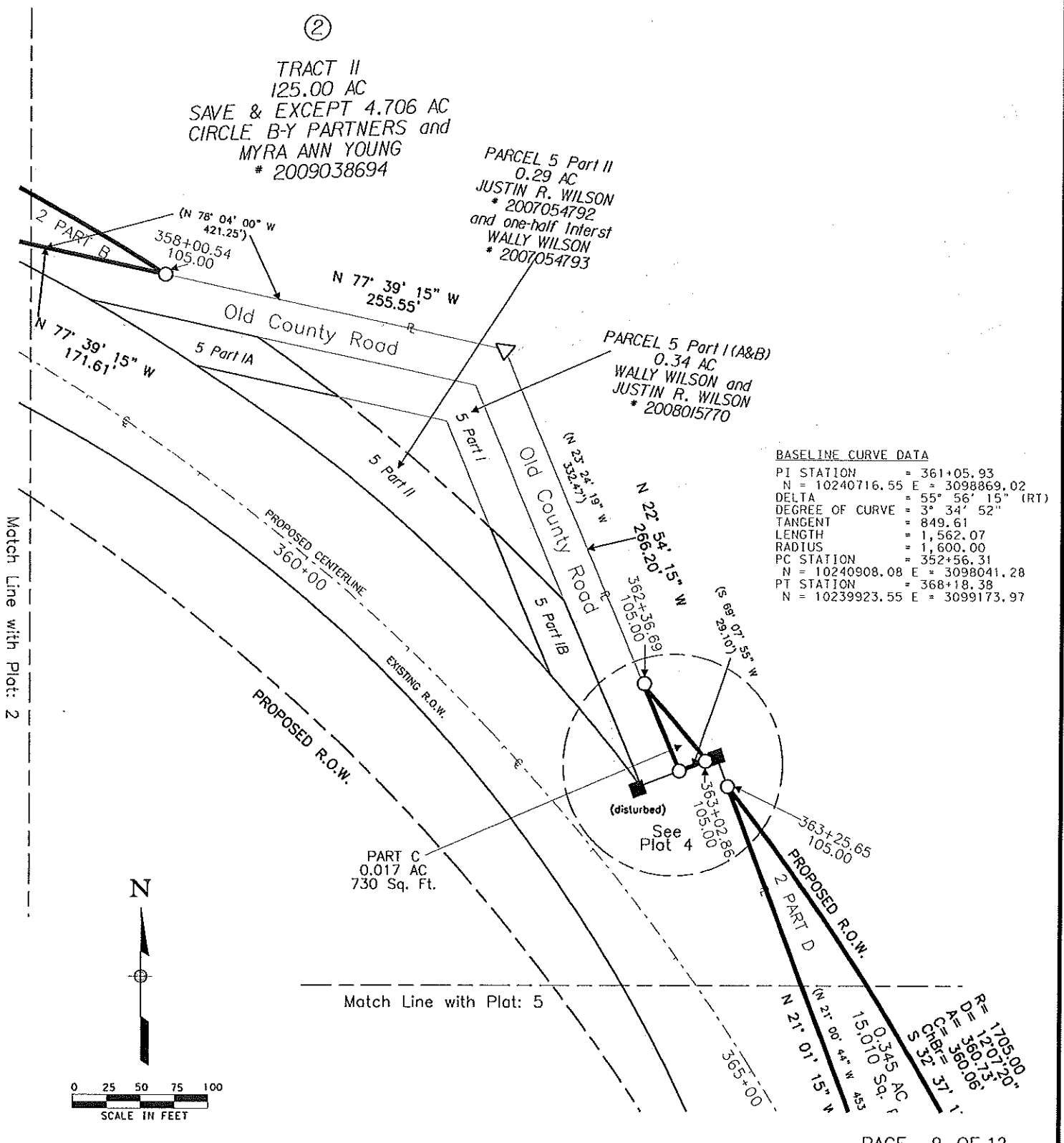
PARCEL 5 Part II
0.29 AC
JUSTIN R. WILSON
2007054792
and one-half Interest
WALLY WILSON
2007054793

PARCEL 5 Part I (A&B)
0.34 AC
WALLY WILSON and
JUSTIN R. WILSON
2008015770

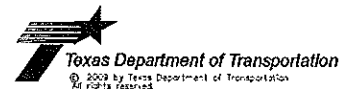
PART C
0.017 AC
730 Sq. Ft.

BASELINE CURVE DATA

PI STATION = 361+05.93
N = 10240716.55 E = 3098869.02
DELTA = 55° 56' 15" (RT)
DEGREE OF CURVE = 3° 34' 52"
TANGENT = 849.61
LENGTH = 1,562.07
RADIUS = 1,600.00
PC STATION = 352+56.31
N = 10240908.08 E = 3098041.28
PT STATION = 368+18.38
N = 10239923.55 E = 3099173.97



PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



STEGER BIZZELL

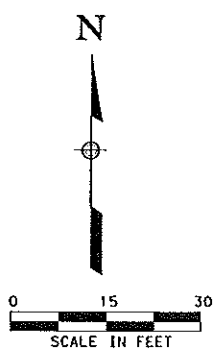
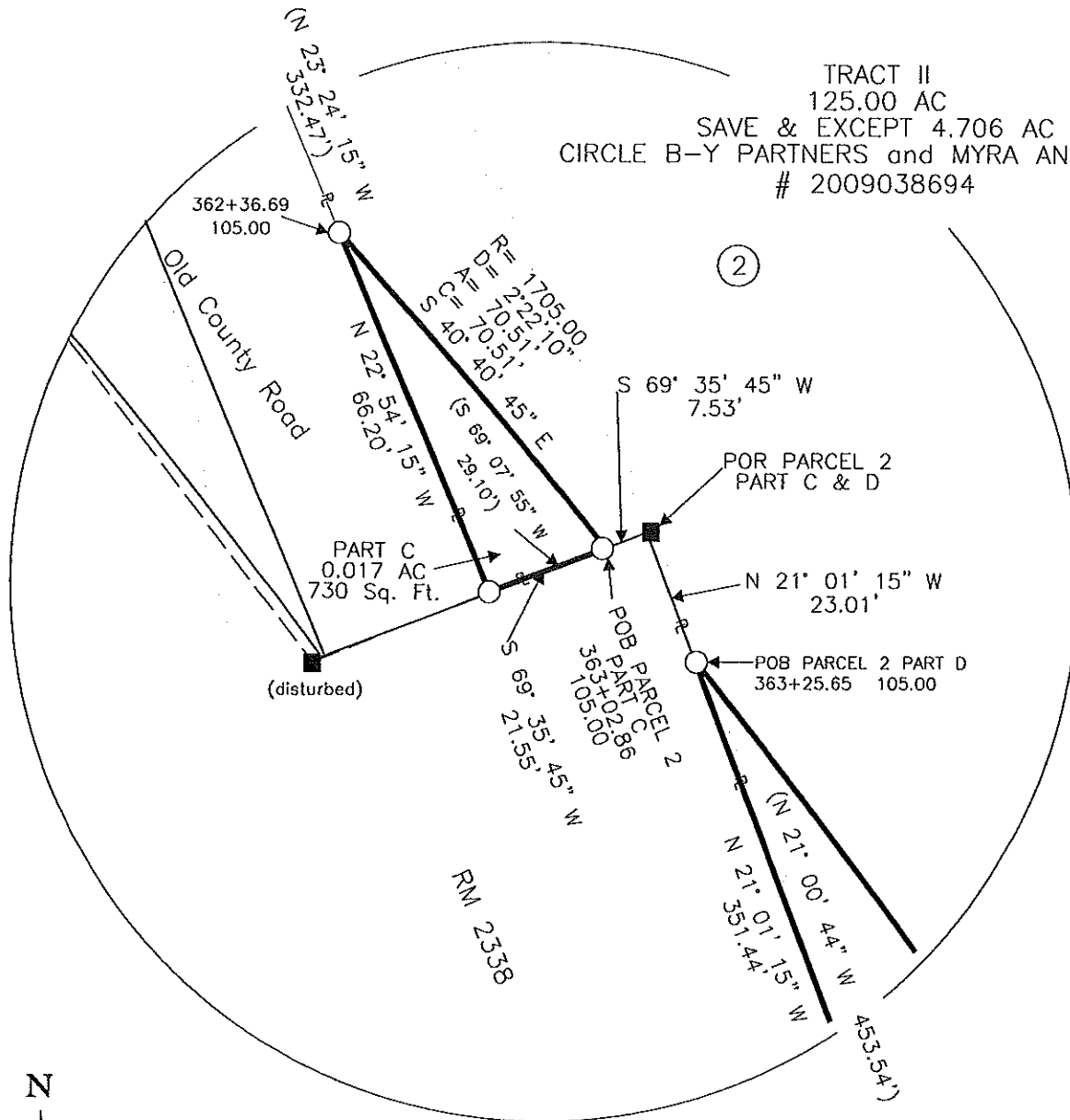
ADDRESS: 1878 B. AUSTIN AVENUE, GEORGETOWN, TX 78626
 PHONE: 512.830.8412, FAX: 512.830.8418, WEB: STEGERBIZZELL.COM
 SERVICES: >>> ENGINEERS >>> PLANNERS >>> SURVEYORS

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 2
Plot 3 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION

TRACT II
 125.00 AC
 SAVE & EXCEPT 4.706 AC
 CIRCLE B-Y PARTNERS and MYRA ANN YOUNG
 # 2009038694



PARCEL PLAT SHOWING PROPERTY OF:
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG



STEGER BIZZELL

ADDRESS: 1978 S. AUSTIN AVENUE, GEORGETOWN, TX 78628
 PHONE: 512.630.8412, FAX: 512.630.8410, WEB: STEGERBIZZELL.COM
 SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

SCALE: 1"= 30'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 2
 Plat 4 of 6

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
- Ⓡ 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.

[Signature]
 9/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PARCEL PLAT SHOWING PROPERTY OF:
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG



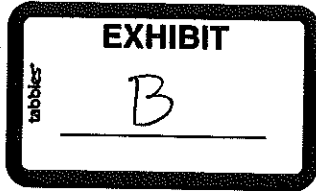
STEGER BIZZELL

1978 S. AUSTIN AVENUE GEORGETOWN, TX 77626
 (409) 812-6000 ext. 112 (409) 812-6000 ext. 116 FAX (409) 812-6000 ext. 116
 WWW.STEGERBIZZELL.COM

>> ENGINEERS >> PLANNERS >> SURVEYORS

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 2
 Plat 6 of 6



LEGAL DESCRIPTION FOR WILLIAMSON COUNTY, TEXAS

BEING 0.293 of an acre (12,779 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of an old County Road and being more particularly described as follows;

BEGINNING at an iron pin found in the center of an old County Road, marking the Northeast corner of that certain tract of land, called 0.34 of an acre, as conveyed to Wally Wilson and Justin R. Wilson by deed recorded as Document No. 2008105770 of the Official Public Records of Williamson County, Texas, for an interior corner hereof;

THENCE, along the center of the said old County Road, being the north line of the said 0.34 of an acre Wilson tract, N 77°39'15" W, 164.03 feet to an iron pin set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most westerly Southwest corner hereof;

THENCE, along the said Northeast line of RM 2338, along a curve to the left, (Radius=1,705.00 feet, Long Chord bears N 56°06'45" W, 81.69 feet), an arc distance of 81.70 feet to an iron pin set on a southerly line of that certain Tract II, called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners and Myra Ann Young by deed recorded as Document No. 2009038694 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, S 77°39'15" E, 255.55 feet to an iron pin set for an interior corner of the said Tract II, for an interior corner hereof;

THENCE, along a westerly line of the said Tract II, S 22°54'15" E, 266.20 feet to an iron pin set on the said proposed Northeast line of RM Highway No. 2338, for the Southeast corner hereof;

THENCE, along the said proposed Northeast line of RM 2338, along a curve to the left, (Radius=1,705.00 feet, Long Chord bears N 43°18'30" W, 86.03 feet), an arc distance of 86.04 feet to an iron pin set in the said center of the old County Road, being the east line of the said 0.34 of an acre Wilson tract, for the most southerly Southwest corner hereof;

THENCE, along the said center of the old County Road, N 22°54'15" W, 170.03 feet to the Place of BEGINNING and containing 0.293 of an acre (12,779 Square Feet) of land

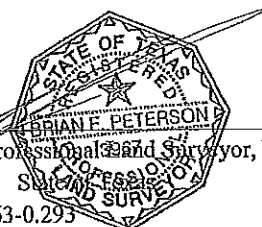
STATE OF TEXAS

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 here on and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 23rd day of December, 2009, A.D.

A circular seal for Brian F. Peterson, a Registered Professional Land Surveyor in the State of Texas. The seal features a star in the center and the text "STATE OF TEXAS" at the top, "REGISTERED PROFESSIONAL LAND SURVEYOR" around the perimeter, and "BRIAN F. PETERSON" in the middle. A signature line is drawn across the seal.

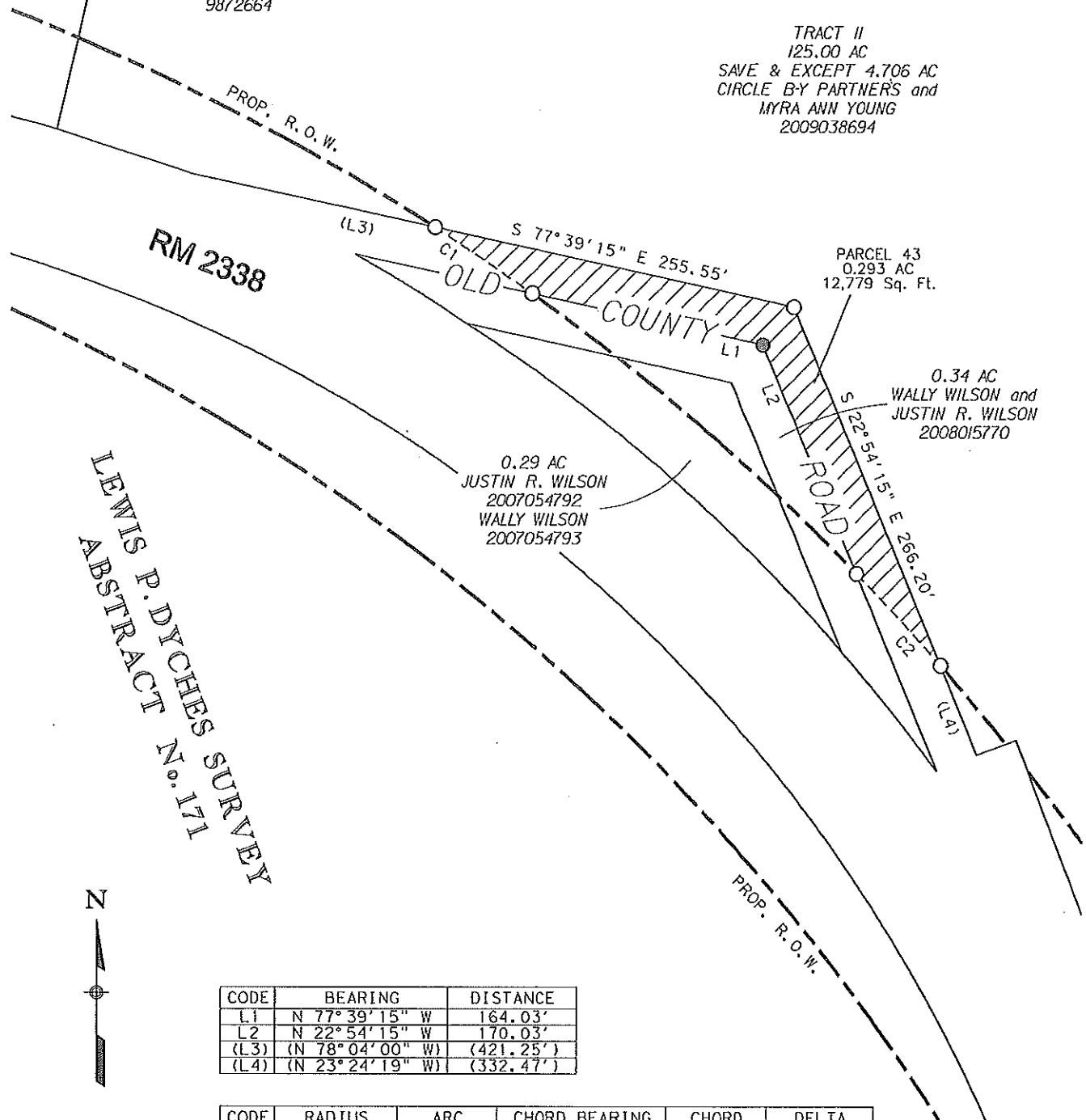
Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
Job No. 20863-0.293

The logo for Steger Bizzell, featuring the name "STEGER BIZZELL" in a stylized font with a star above the letter "I" in "BIZZELL".
1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

PLAT TO ACCOMPANY PARCEL DESCRIPTION

1.00 AC
MICHELLE LYNN BELL DUBE
and husband TRAVIS A. DUBE
9872664

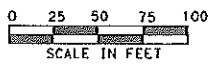
TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNER'S and
MYRA ANN YOUNG
2009038694




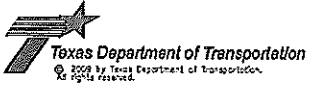
LEWIS P. DYCHES SURVEY
ABSTRACT No. 171



CODE	BEARING	DISTANCE
L1	N 77° 39' 15" W	164.03'
L2	N 22° 54' 15" W	170.03'
(L3)	(N 78° 04' 00" W)	(421.25')
(L4)	(N 23° 24' 19" W)	(332.47')



CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,705.00'	81.70'	N 56° 06' 45" W	81.69'	2° 44' 43"
C2	1,705.00'	86.04'	N 43° 18' 30" W	86.03'	2° 53' 28"

 1778 B. AUSTIN AVENUE GEORGETOWN, TX 78628 817.800.8412 FAX 817.800.8419 WWW 817.800.8411 ENGINEERS PLANNERS SURVEYORS F-181	PARCEL PLAT SHOWING PROPERTY OF: WILLIAMSON COUNTY				 Texas Department of Transportation © 2008 by Texas Department of Transportation. All rights reserved.
	SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	

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
- ⌒ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:

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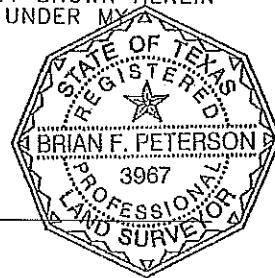
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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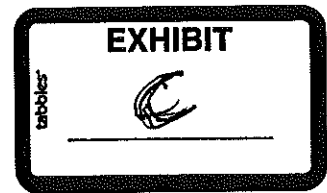
[Handwritten Signature]

12/23/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



<p>1578 B. ALSTON AVENUE GEORGETOWN, TX 75228 TEL: 618-202-6412 FAX: 618-202-6415 WWW.STEGERBIZZELL.COM ENGINEERS PLANNERS SURVEYORS</p>	PARCEL PLAT SHOWING PROPERTY OF: WILLIAMSON COUNTY		<p>Texas Department of Transportation © 2009 by Texas Department of Transportation. All Rights Reserved.</p>	
	SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON



SPECIAL WARRANTY DEED

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.

Date: _____, 2010

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

710 Main Street, Ste. 101
Georgetown, TX 78626
Williamson County

Grantee: Circle B-Y Partners and Myra Ann Young

Grantee's Mailing Address (including county):

13688 Wood Road
Holland, Texas 76534
Williamson County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All of that certain 0.293 acre tract of land, more or less, situated in the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; and as further described in Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not; 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; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the ____ day of _____, 2010 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

ICE Inter-Governmental Service Agreement Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Hal Hawes, County Attorney
Submitted For: Hal Hawes
Department: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approval of an Inter-Governmental Services Agreement between ICE and Williamson County regarding the T. Don Hutto Facility and authorize the County Judge to execute the said agreement and all other addenda associated with the agreement.

Background

The purpose of this Intergovernmental Service Agreement is to establish an Agreement between ICE and the County for the detention and care of persons detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE residents are not charged with criminal violations (violent crimes or drug charges) and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body. As a part of this arrangement, Williamson County will be contracting with Corrections Corporation of America (CCA) to act as its subcontractor and CCA will thereby provide the services set forth in the proposed Intergovernmental Service Agreement on behalf of the County.

This is a five year agreement and it contains a 90 day termination provision that provides the County with the ability to terminate the Intergovernmental Service Agreement for mere convenience and without cause. The County will continue to receive approximately \$15,000.00 per month from ICE.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Basic IGSA](#)

Link: [Attach 1 JRFMU](#)

Link: [Attach 2 QAP](#)

Link: [Attach 3 PRS](#)

Link: [Attach 4 Staffing Plan](#)

Link: [Attach 5 Title 29](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 01/21/2010 10:55
AM

Final Approval Date: 01/21/2010

DROIGSA-10-0002
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC
AND
WILLIAMSON COUNTY, TEXAS

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and Williamson County, Texas (“Service Provider”) for the Residential care of alien females. The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for residents at the following institution(s):

**T. Don Hutto Correctional Center
1001 Welch Street
Taylor, Texas 96574**

The following constitute the complete agreement:

- INTERGOVERNMENTAL SERVICE AGREEMENT (“IGSA”)
- PROPOSAL, DATED **11/23/09 as revised (Incorporated by reference)**
- ATTACHMENT 1—RESIDENTIAL STATEMENT OF WORK
- ATTACHMENT 2—QUALITY CONTROL PLAN (to be inserted at time of award)
- ATTACHMENT 3—QUALITY ASSURANCE SURVEILLANCE PLAN (w/ PRS, CDR and PMT)
- ATTACHMENT 4—STAFFING PLAN (to be inserted at time of award)
- ATTACHMENT 5—LABOR STANDARDS
- ATTACHMENT 6—WAGE DETERMINATION Number 2007-0549, Rev 1 Dated 29 Oct 2007
- ATTACHMENT 7 – ICE/DRO FAMILY RESIDENTIAL STANDARDS (“FRS”) (as modified) (Incorporated by Reference).

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of Williamson County and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:
U.S. Immigration and Customs Enforcement

ACCEPTED:
Williamson County, TX

Contracting Officer
Jerald H. Neveleff
Date: _____

[Title]
Print Name: _____
Date: _____

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees”. This term recognizes that ICE residents are not charged with criminal violations, have no known violent criminal or drug histories and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the residential day rate. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the residential day rate.

Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present residents to the Service Provider nor direct performance of any other services until ICE has the appropriate funding or documentation in place to receive services. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in an order to this Agreement by the Contracting Officer. This Agreement is neither binding nor effective unless signed by the Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the Contracting Officer if it intends to house residents in a facility other than the Facility named in this Agreement. If either that facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer’s approval before subcontracting the detention and care of residents to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. The subcontractor will be held to the same terms and conditions as the Service Provider. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.

- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.
- D. Use of Service Provider's Policies and Procedures: The Contracting Officer shall approve Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the standards (as modified) that are mandated under this Agreement.
- E. Notification and Public Disclosure: No public disclosures (i.e. press releases, press conferences) regarding this IGSA shall be made by the Service Provider or any of its contractors or subcontractors without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

Article III. Covered Services

Below are the general requirements under this Agreement. Specific requirements for the services under this Agreement are stated in the attached Statement of Work. See Attachment 1.

- A. Bedspace: The Service Provider shall provide female beds on a space available basis. The Service Provider shall house all residents as determined within the Service Provider's classification system. The residential daily rate is \$95.20 (minimum guarantee of 461 residents per day). For a population between 462 and 512, the residential bed day rate is \$95.20/bed day. ICE shall not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to utilize the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.
- B. Basic Needs: The Service Provider shall provide residents with safekeeping, housing, subsistence, medical services that are not provided for elsewhere and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody to reside in the Facility who is under the age of eighteen (18), the Service Provider shall not house that person with adult residents and shall immediately notify the Contracting Officer's Technical Representative ("COTR").
- C. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate residents. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in

obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the residents' language, as appropriate, to residents who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use residents for translation services. If the Service Provider uses a resident for translation service, it shall notify ICE within 24 hours of the translation service.

- D. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by the COTR or Contracting Officer, necessary escort and transportation services for residents to and from designated locations. Escort services will be required for escorting residents to court hearings; escorting witnesses to the courtroom and any escort services as requested by an ICE judge during proceedings. Escort and transportation services shall also include providing all such ground transportation services as may be required to transport residents securely and in a timely manner. Transportation and/or escort services may be required to transport residents from the Facility to and from a medical facility for outpatient care. During all transportation activities, at least one (1) transportation officer shall be of the same sex as the residents being transported. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Service Provider personnel provided for these services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement. The Statement of Work shall provide specific escort and transportation services unique for this Agreement. Reimbursement will be in accordance with paragraph F below.
- E. Guard Services: The Service Provider agrees to provide stationary guard services on demand by the COTR or Contracting Officer and shall include, but is not limited to, escorting and guarding residents to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Qualified personnel employed by the Service Provider will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, resident monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR or Contracting Officer. The Service Provider shall be authorized to provide at least one (1) officer for each remote post, as directed by the COTR or Contracting Officer. Reimbursement will be in accordance with paragraph F below.
- F. Guard and transportation services performed under paragraphs D and E above shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for stationary guard services provided at a negotiated rate of **\$15.20** per hour. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of **\$20.19** per hour.
- G. Provided there is a separately funded line item in the task order, transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate in effect at the time the Contracting Officer signs the Agreement. Mileage shall be denoted as a separate item on submitted

invoices. Any adjustments to this rate in accordance with GSA mileage rates will be identified in the task order. Adjustments are not retroactive.

- H. Medical/Mental Health Care – All medical and mental health needs will be provided for through the Division of Immigration Health Services (“DIHS”). The facility is responsible for the provision of appropriate space and offices to support a medical clinic operation. To the extent allowed by applicable federal law, regulation, and DIHS or ICE policies, DIHS may provide medical and mental health records to a state or local law enforcement agency as part of a criminal investigation that the state or local law enforcement agency is conducting.
- I. Dental Care – The Service Provider retains the right to use a medical provider proposed by the contractor or to use its own Medical Provider or it can use DIHS.
- J. On-Site Dental Health Care: The Service Provider shall provide on or off-site access to dental care for all residents 24 hours per day, 7 days per week. The Service Provider shall furnish the residents instructions in his or her native language for gaining access to full dental health services. DIHS is responsible for on-site health care services shall include arrival screening, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs and mental health assessments. The Service Provider shall ensure that its employees solicit each resident for health complaints and deliver the complaints in writing to the DIHS health care staff. The Service Provider is responsible for transportation to and from all off-site appointments.

Article IV. Receiving and Discharging Residents

- A. Required Activity: The Service Provider shall receive and discharge residents only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute “proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging residents. The Service Provider shall ensure positive identification and recording of residents and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers; provided, however, ICE shall in no way delay the provision of medical or emergency attention to a resident in need of such services.
- B. Restricted Release of Residents: The Service Provider shall not release residents from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If a resident is sought for federal, state, or local proceedings, only ICE may authorize release of the resident for such purposes. The Service Provider shall contact the COTR immediately regarding any such requests.
- C. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance or request removal of any resident exhibiting violent or disruptive behavior, or of any resident found to have a medical condition that requires medical care beyond

the scope of the Service Provider's health care provider. In the case of a resident already in custody, the Service Provider shall notify ICE and request removal of the resident from the facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the resident.

- D. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the Service Provider shall evacuate residents in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the Contracting Officer and COTR within two (2) hours of evacuation.

Article V. Applicable Standards

- A. The Service Provider is required to house resident and perform related detention services in accordance with the most current edition of the ICE/DRO FRS (as modified). The links to the ICE/DRO FRS can be found in Attachment 7. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE/DRO FRS.
- B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE FRS, the Service Provider's own manual (if it is approved for use by the Contracting Officer), and any additional training as required in any manuals or detention standards referenced in this Agreement.

Article VI. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, residents shall not be required to perform manual labor.

Article VII. Period of Performance

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed sixty (60) months unless extended by bi-lateral modification or terminated in writing by either party. Either party may terminate this Agreement upon ninety (90) calendar day's written notice to the other party, or the Parties may agree to a shorter period under the procedures prescribed in Article X. In the event of a termination, the Service Provider will be paid for services provided to ICE up to and including the date of termination.

Article VIII. Inspections

The Facility and Service Provider's services shall be inspected in accordance with the following procedures:

- A. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Service Provider shall provide and maintain an inspection system acceptable to the

Government covering the services under this Agreement. Complete records of all inspection work performed by the Service Provider shall be maintained and made available to the Government during performance and for as long afterwards as the Agreement requires.

- C. The Government has the right to inspect and test all services called for by the Agreement, to the extent practicable at all times and places during the term of the Agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the Government performs inspections or tests on the premises of the Service Provider or its subcontractor, the Service Provider shall furnish, and shall require subcontractors to furnish, at no increase in the Agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to the Agreement requirements, the Government may require the Service Provider to perform the services again in conformity with the Agreement requirements, at no increase in the Agreement amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Service Provider to take necessary action to ensure that future performance conforms to the Agreement requirements and (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Service Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Service Provider any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the Agreement for default.

Article IX. Inspection Reports

- A. Inspection Report: The Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII and X.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

- D. Access to Resident's Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any resident held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the resident's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the resident's discharge from the Service Provider's custody.
- E. Resident Privacy: The Service Provider agrees to Comply with the Privacy Act of 1974 ("Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

1. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
2. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
3. "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article X. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will

become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.

B. Changes.

(1) The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:

- (a) Description of services to be performed, including revisions to the detention standards;
- (b) Quantity of services to be provided; or
- (c) Place of performance of the services.

(2) If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer shall make an equitable adjustment in the agreement price and shall modify the Agreement accordingly.

(3) The Service Provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.

(4) If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, those costs shall be disallowed when determining a revised rate, if any.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes section of the Agreement. However, nothing in this Article shall excuse the Service Provider from proceeding with the Agreement as changed.

C. Disputes: The Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the Contracting Officer, the Contracting Officer will make a decision. If the Service Provider does not agree with the Contracting Officer's decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute. Neither party hereto waives any rights or remedies that it may have under federal or state law or in equity.

Article XI. RESIDENTIAL DAY RATE and ADJUSTMENT to the DAY RATE

A. Residential Day Rate: In consideration for the Service Provider's performance under this Agreement, ICE shall make payment to the Service Provider for each resident accepted and housed by the Service Provider in accordance with the rate under Article III, paragraph A. This "residential day rate" is a per diem rate for the support of one resident per day and shall include the day of arrival but not the day of departure.

- B. The Service Provider, by execution of this Agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.
- C. Basis for Price Adjustment: Any adjustment will be from the Service Provider's previous fiscal year, based upon actual cost experience in providing the service and other factors (i.e., changes in resident population, staffing changes as a result of this Agreement). Adjustments are not retroactive.
- D. ICE shall reimburse the Service Provider at the residential day rate stated in Article III, paragraph A. The Parties may adjust the rate twelve (12) months after the effective date of the Agreement and no sooner than every twelve (12) months. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the residential day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a residential day rate adjustment that is supported by a completed Jail Services Cost Statement, the residential day rate as stated in this Agreement will control.
- E. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are **no** retroactive adjustment(s).
- F. Guard and transportation services shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for actual transportation and stationary guard services at the rates under Article III, paragraph F. Adjustments are not retroactive.
- G. Provided there is a separately funded line item in the task order, transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate in effect at the time the Contracting Officer signs the Agreement. The mileage rate for this Agreement is listed under Article III, paragraph G. Adjustments are not retroactive.

Article XII. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make all payments by electronic funds transfer (EFT). The Service Provider shall identify its financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form, or by registration in Central Contractor Registration (CCR, www.ccr.gov). The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing – The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

- a. **By mail:**
DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-DRO-FOD-FAO Invoice
- b. **By facsimile (fax): (include a cover sheet with point of contact & # of pages)**
802-288-7658
- c. **By e-mail:**
Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall** be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of residential days;
- h. the daily rate;
- i. the total residential days multiplied by the daily rate;
- j. the name of each ICE resident;
- k. resident's A-number;
- l. specific dates of detention for each resident;
- m. an itemized listing of all other charges;
- n. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s) that was guarded.

Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the ICE Deportation office/COTR receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest

on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

Article XIII. Government Furnished Property

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

Article XIV. Hold Harmless and Indemnification Provisions

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Texas Tort Claims Act. ICE shall promptly notify Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement .
- C. Defense of Suit: In the event a resident files suit against the Service Provider contesting the legality of the resident's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in

the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article XV. IGSA/Financial Records

- A. Retention of Records: All IGSA and financial records including, but not limited to, supporting documents, statistical records, and other records, pertinent contracts, or subordinate agreements under this Agreement shall be retained by both parties hereto for three (3) years after the expiration of the Agreement for purposes of either party's examinations and audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access are not limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVI. Maintain Institutional Emergency Readiness

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of the Agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.
- B. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.
- C. Likewise, the Service Provider shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this Agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility, when necessary.
- D. The emergency plans shall include provisions for emergency response by law enforcement agencies. The Facility shall have a plan to provide actions to be taken to ensure an immediate response by the nearest law enforcement agency who can provide emergency services up to and including disturbance control.

- E. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.
- F. The Contracting Officer and COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/residents resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- G. Attempts to apprehend escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.
- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.
- I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the Facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of ICE Family Residential Standards regarding Use of Force.

XVII. Security Requirements

A. General

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Agreement DROIGSA-10-0002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

B. Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on

preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

C. Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form
will be submitted via e-QIP (electronic Questionnaires for
Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports
Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as
well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

D. Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

E. Employment Eligibility

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

F. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

G. Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

H. Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

XVIII. Quality Control (to be incorporated as Attachment 2 of the Agreement)

A. The Service Provider shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer, in consultation with the COTR, to assure the requirements of this Agreement are provided as specified in the Performance Requirement Summary (PRS)—Attachment 3.

The QCP shall:

1. Be implemented prior to the start of performance.
2. Provide quality control services that cover the scope of the Agreement and implement proactive actions to prevent non-performance issues.

B. A complete QCP addressing all areas of Agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the Contracting Officer for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.

C. The QCP shall include, at a minimum:

1. Specific areas to be inspected on both a scheduled or unscheduled basis and the method of inspection.
2. Procedures for written and verbal communication with the Government regarding the performance of the Agreement.

3. Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
 4. The QCP shall contain procedures for investigation of complaints by the Service Provider and Government staff and feedback to the Government on the actions taken to resolve such complaints.
- D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.
- E. Failure by the Service Provider to maintain adequate quality control can result in monetary deductions based upon the schedule of deductions incorporated herein.

XIX. Contracting Officer's Technical Representative (COTR)

- A. The COTR shall be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe they have received direction that is not within scope of the Agreement; the Service Provider shall not proceed with any portion that is not within the scope of the Agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within scope.

XX. Labor Standards and Wage Determination

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is here by incorporated into this Agreement at Attachment 5. These standards and provisions are included in every contract over \$2,500, or in an indefinite amount, that is entered into by the United States, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement at Attachment 6.

XXI. Texas Public Information Act

Texas Public Information Act. The Service Provider agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under this IGSA.

Information obtained or created under this IGSA shall be subject to public disclosure only pursuant to the provisions of applicable local, state and federal laws and regulations. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this MOA, such documents shall be deemed public or non-public in accordance with all local, state and federal laws and regulations. The Service Provider will provide ICE five business days, excluding Federal holidays, prior notice before releasing documents pursuant to this paragraph.

XXII. Criminal Investigations by Service Provider

In the event a criminal investigation is conducted solely by the Williamson County Sheriff's Office or any other local or state law enforcement agency, ICE may provide access to records to the extent allowed by applicable federal law, regulation, and ICE policies and procedures. The Williamson County Sheriff's Office, in coordination with the Service Provider, shall contact ICE regarding access to individuals involved in any way with the underlying crime or the pending criminal investigation.

END OF DOCUMENT

**Residential Care Facility
STATEMENT OF WORK**

1. Background

The U. S. Department of Homeland Security, Immigration and Customs Enforcement (ICE), provides temporary shelter care for residents in its custody. This Statement of Work (SOW) will describe the services and the manner in which these services are to be provided. The Service Provider is responsible for compliance with this SOW.

2. Objectives

- a. The purpose of this SOW is to facilitate the provisions for the necessary physical structure, equipment, facilities, personnel and services, to provide a program of temporary shelter care in a properly staffed and secure environment, and other related services to residents who are currently held in the legal custody of the ICE.
- b. The specific project goal is the provision of residential care and other related services twenty-four (24) hours per day, seven (7) days per week, to residents who are being held by ICE in administrative detention. These individuals, although released to the physical custody of the Service Provider, shall remain in the legal custody of ICE. Service delivery is expected to be accomplished in a manner that is sensitive to the culture, native language(s), and complex needs of this population. The alien population will consist of adults eighteen (18) years of age and older. The Service Provider should expect aliens from a number of ethnic backgrounds and nationalities.
- c. The Service Provider will implement the Performance Criteria, as stated in Appendix A. The SOW contains a wide range of performance requirements, references to Federal laws, and ICE Detention or Residential Standards identified in this SOW as applicable to adult residents, and requires adherence to applicable Federal and State laws and requirements. The Performance Criteria section in Appendix A cites those areas of performance that are deemed critically important and that must be achieved to comply with the law and to safeguard and support residents' health, safety, and well-being.
- d. Notwithstanding the establishment of selected tasks and deliverables as formal Performance Criteria with corresponding outcomes, performance indicators, and measurements, the Service Provider is obligated to perform and fulfill all requirements of this contract and statement of work.

3. Terms

- a. Admission: A procedure that includes searching, photographing, performing a medical and mental health and safety assessment, and collecting personal history data. Admission also includes inventory and storage of the individual's accompanying personal property.
- b. Contraband: Any item declared illegal by law or expressly prohibited by ICE approved facility policies and procedures that is possessed by residents or found within the facility.
- c. Contracting Officer (CO): An employee of ICE responsible for the complete conduct and integrity of the contracting process, including administration after award. This is the only individual authorized to issue changes to this contract.
- d. Contracting Officer's Technical Representative (COTR): An employee of ICE responsible for monitoring all technical aspects and assisting in administering the contract.
- e. Residential Subject Matter Expert (SME): An ICE subject-matter expert, experienced in residential issues, who possesses knowledge of the 2000 National Detention Standards as well as the 2008 Performance-Based National Detention Standards.
- f. Service Provider: The entity that provides the services described in this statement of work.
- g. Field Office: One of a number of ICE offices nationwide with responsibility over a specific area of operations for the office of Detention and Removal Operations (DRO).
- h. Family Residential Standards (FRS): A set of standards governing the minimum requirements for the care and treatment of families that are housed in an ICE residential facility while they await the outcome of their immigration proceedings. For this SOW, the FRS are applicable with the exception of any and all references to children, families, or educational related activities.
- i. Grievance: A written complaint filed by a resident concerning personal health/welfare or the operations and services of the facility.
- j. Health and Safety Assessment: A system of structured observations and initial medical and health assessments to identify new arrivals who may pose a health or safety threat to themselves or others.

- k. Individualized Needs Assessment/Service Plan: Includes (a) various initial intake forms; (b) essential data relating to the identification and history of the resident; (c) identification of the resident's special health and safety needs, including any specific problem(s) which appear to require immediate intervention; (d) a statement of religious preference and practice; and (e) identifying information regarding immediate family members, other relatives, or emergency contacts who may be residing in the United States.

- l. Medical/Mental Health Records: A separate set of records may be maintained and secured by the Service Provider. These records shall include, at minimum, the date and time of all medical examinations, and copies of standing or direct medical orders to the facility staff. Although medical records may be created and/or maintained by the Service Provider, its sub-Service Provider, or any other third party, all such records are the property of ICE and the Service Provider will provide adequate space for storage of such records.

- m. Policy/Standard: A definite written course or method of action which guides and determines present and future decisions and action.

- o. Restraint Devices: These include handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, leg weights, and chemical restraints. Staff may not use the restraints to lift or carry the resident. If feasible, an assistive device (e.g., ambulatory chair, gurney) will be used to help move a restrained resident. Staff may not use restraint equipment or devices (e.g., handcuffs):
 - 1) On a resident's neck or face, or in any manner that restricts blood circulation or obstructs the resident's airways (e.g. mouth, nose, neck, esophagus).
 - 2) To cause physical pain or extreme discomfort. While some discomfort may be unavoidable even when restraints are applied properly, examples of prohibited applications include: improperly applied restraints, unnecessarily tight restraints, "hog-tying," and fetal restraints (cuffed in front with connecting restraint drawn-up to create the fetal position).

Continuum of Control:

- 1) Under no circumstances shall staff use force to punish a resident.
- 2) Staff shall attempt to gain a resident's willing cooperation before using force.
- 3) Staff shall use only that amount of force necessary and reasonable to gain control of a resident.

p. Residential Standards: ICE intends to use a modified version of the FRS as deemed applicable to this SOW. Once completed, this IGSA will be modified to incorporate these Residential Standards. For the purposes of this SOW, the following standards will apply:

1) FRS (Family Residential Standards): These standards are applicable with the exception of any and all references to children, families, or educational related activities. The review of these standards will give the Service Provider an overview of the expected operational practices for this SOW.

4. Program Scope and Services

a. Program Scope

(1) The Service Provider shall ensure that the design and administration of the Facility meets all applicable Federal, State, and local requirements regarding the operation and occupancy use of a residential center, and with the requirements set forth in the SOW. It is the Service Provider's responsibility to assume adequate and appropriate management oversight for implementation and successful performance of this contract.

(2) Residents served by this IGSA are individuals who have allegedly committed or have been convicted of the following: entering or attempting to enter the United States in violation of law; or violating immigration law. Residents may also be referred to ICE by State or local law enforcement officials. These residents may be seeking some type of relief from removal from the United States through an administrative process. No alien who has a violent criminal history and/or violent criminal sentences shall be admitted to this facility.

(3) Services shall be provided for the period beginning when the resident enters the facility and ending when the ICE releases the resident, transfers the resident to another facility, or removes the resident from the United States.

(4) These individuals, although placed in the physical custody of the Service Provider, remain in the legal custody of the ICE.

(5) The Service Provider shall ensure that the residents follow a structured and integrated daily routine that shall include, but not be limited to, the following services: recreation, life skills and/or voluntary work programs, study period—defined as quiet time with access to education materials, counseling, group interaction, free time, and access to religious and legal services, as well as other constructive programs to assist the resident upon their departure from the facility and add to the overall quality of life while housed in the facility.

(6) Program rules and disciplinary procedures shall be written and/or translated into a language or other manner understood by the residents and appropriate for their level of comprehension. These rules shall be provided to the residents and fully understood by all program staff.

(7) Program content and plans must accommodate adult individuals in various stages of personal adjustment while in ICE custody, regardless of length of stay

(8) The Service Provider shall implement and administer a case management system whereby residents' cases are reviewed on a regular basis, to occur bi-weekly at a minimum, to ensure that they are aware of the full range of program services and are adapting as well as possible to their environment.

(9) The Service Provider shall structure all programs and implement strategies designed to prevent escapes and unauthorized absence of individuals from the facility or programs provided by the facility, and to protect against influences that may jeopardize the resident's well-being.

(10) ICE will work closely with the Service Provider to administer these programs, in order to address the complex needs of individuals in ICE custody and to ensure care and protection in a manner that meets the mandates of current Federal law.

b. Program Services

The policy and procedure for all the services covered below shall be submitted to and approved by ICE. The following is a description of program services the Service Provider is required to provide:

(1) Care and Maintenance: Proper physical care and maintenance, including suitable living accommodations, food, appropriate clothing, personal grooming items and hair care services, and personal allowance or

a voluntary work program shall be provided (outside of normal chores or responsibilities) as defined by applicable standards.

(2) Medical/Mental/Dental Care: ICE retains the right to use a medical provider proposed by the Service Provider or to use its own Medical provider, the United States Public Health Service (USPHS), Division of Immigration Health Services (DIHS). The cost component for health services must be shown as a line item.

1) USPHS DIHS On-site Visits: The Service Provider shall allow the MCC reasonable access to its facility for the purpose of liaison activities with the Service Provider's Health Authority and associated staff and departments.

2) Bills for Services Requiring MCC Pre-Authorization: The Service Provider and all other health care providers shall send bills/claims for care which require pre-authorization to:

United States Public Health Service
Division of Immigration Health Services
1220 L Street, NW, PMB 468
Washington, DC 20005-4018
Phone: (703) 541-2155
Fax: (202) 318-0080

(3) Orientation – Upon admission, all residents must receive a comprehensive orientation in their native language, or in a language or manner they understand, regarding program content, services, rules (written and verbal), expectations, and the availability of legal assistance. Residents shall be provided a current list of pro bono legal service made available by ICE.

(4) Case Management

(a) The Service Provider shall host weekly focus group discussions to ensure residents are aware of all programs and services that are available to them.

(b) Additional programs: The Service Provider shall provide programs that include coping skills for non-criminal residents in a crisis situation, and information regarding personal health and hygiene. The programs will be voluntary in nature and may coincide with weekly focus group discussions.

(c) Recreation and Leisure Time: The Service Provider shall provide a separate and appropriate space for indoor and outdoor recreation activities.

(5) Library Services: The Service Provider shall make library services available to all residents. General reading material shall reflect diverse interests and be appropriate for various levels of literacy, and be available in languages accommodating resident's language needs and preferences. Residents shall have access to legal materials explaining U.S. immigration law and procedures in accordance with the applicable standards. ICE will supply all necessary legal materials on CD-ROM. The Service Provider shall develop policy and procedure for access to legal materials.

(6) Assignment of Individual Chores: The Service Provider shall develop written procedures pertaining to chores or vocational assignments and associated schedules. Chores will be limited to cleaning the immediate area in which the residents sleep, to include residents making their own beds. Light housekeeping of personal areas may be directed. The Provider shall allow for a resident voluntary work program in accordance with the applicable standards. The Service Provider shall provide to the COTR weekly status of the volunteer work program to include volunteer names and work details. Residents are not required to work and must be compensated for work they elect to perform.

(7) Visitation: Visitation shall be conducted in accordance with the ICE Family Residential Standards.

(8) Legal Services (Pro Bono)

(a) ICE will provide all residents with specific information regarding the availability of free legal assistance, and will advise each resident of the right to be represented by counsel at no expense to the Government, and the right to a hearing before an Immigration Judge.

(b) ICE will advise residents that they may apply for political asylum or request voluntary departure in lieu of removal.

(c) Service Provider shall establish policy and procedures to assist each resident in making confidential contact with attorneys or their authorized representatives in accordance with applicable standards.

(9) Religious Services: Whenever possible, residents shall be afforded access to religious services of their choice. A staff member shall be assigned to coordinate services and community resources to meet the religious needs of residents in accordance with ICE Family Residential

Standards. Meals accommodating religious dietary restrictions shall be provided.

(10) Grievance Procedures

(a) Service Provider shall provide a written policy and procedure for the expression and resolution of resident grievances.

(b) Service Provider shall provide a viable complaint procedure in accordance with applicable standards, as applicable. All formal grievances shall be accessed first by the ICE local supervisor.

(c) The Service Provider shall stipulate in its handbook that retaliation for filing a grievance is expressly prohibited.

(11) Rules and Discipline Procedures

(a) The Service Provider shall provide written rules and discipline procedures for ICE approval. The rules shall specify acts prohibited within the program and penalties that may be imposed for various degrees of violation. The written rules are to be posted in a conspicuous place, reviewed annually, and updated when necessary.

(b) Policy and procedures must be in accordance with applicable standards. Service Provider's policy shall be approved by ICE and shall address acceptable and non-acceptable physical contact among family members.

(c) The Service Provider shall provide all residents with all of the rules for discipline and corrective action upon admission and such rules shall be posted in the facility. Service Provider shall ensure that the standards for rules and discipline shall be formulated.

(12) Food Services: Consideration as to types of meals, manner of meal presentation, and access to salad/fruit bars and drink service shall include self-service opportunities.

(a) All meals served shall be in accordance with State licensing standards and shall take into account cultural, religious, or health concerns of the residents. Service Provider shall submit a *35-day* cycle menu certified by a licensed dietitian for ICE approval. Meals shall be palatable and served at the appropriate temperature, and shall comply with the approved menu.

(b) The Service Provider shall provide, taking into consideration the above paragraph, a sack lunch for residents who are or will be absent for any meal. Sack meals shall consist of the following:

- 1) One (1) Sandwich consisting of 2 ounces of protein, such as beef, chicken, turkey, ham, tuna fish, or peanut butter
- 2) One (1) Set Condiments (mustard, mayonnaise, catsup, salt and pepper, etc. when applicable)
- 3) One (1) Medium Fresh Fruit
- 4) One (1) Carton Milk/Juice 10%/Punch (8 oz.)
- 5) One (1) Napkin

Sack meals shall be individually wrapped to protect against deterioration as well as to promote sanitation.

(13) Translators: The Service Provider is responsible for providing translators or bi-lingual personnel for necessary communication with residents who do not speak or comprehend the English language. Other than in emergency situations, residents shall not be used for interpretation or translation services. The Service Provider may utilize commercial phone language interpretive services to fulfill this requirement.

(14) Clothing, Linens, and Bedding

(a) The Service Provider shall allow residents to retain up to ten (10) sets of personal (i.e., not issued) clothing while housed at the facility, including pajamas, undergarments, at any given time for use while at the facility. Clothing is required to be appropriate and meet general modesty requirements.

(b) The Service Provider shall distribute adequate weather-appropriate clothing, including undergarments, and footwear to any resident who does not have clothing. Clothing shall not be institutional in nature, and shall meet community standards. The Service Provider is responsible for issuing policy and procedures to ensure residents have adequate clean clothing at all times, which at a minimum will be two (2) sets of clothing per person per day.

(c) All linens, bedding, and mattresses shall be provided and cleaned by the Service Provider, in accordance with State standards, and approved facility policy. The material of these items shall be fire-retardant.

(15) Mail and Baggage Inspections: The Service Provider shall provide written policies and procedures governing packages, baggage, or any correspondence which shall be available to the residents. These policies and procedures shall be in accordance with ICE Family Residential Standards.

(16) Daily Program Activity Schedule: The Service Provider shall develop a weekly schedule of all program activities. The schedule shall show on a daily basis (Sunday through Saturday) the activity, location, supervisor, and any limitation on the number of participants. The facility Program Director shall review the activity schedule and forward it to the ICE Office of Detention and Removal for approval.

(17) Admissions Procedures: The Service Provider shall have uniform admission procedures for residents that shall ensure, at a minimum, that the Service Provider:

(a) Verifies that all official documents accompanying each resident are complete and accurate, to ensure accurate resident identification.

(b) Conducts, for all residents and in a language or other manner they understand, a comprehensive verbal orientation regarding the program and services, and documents completion of this orientation by having both the resident and the intake staff person sign and date a statement to that effect. This orientation shall include the program's basic rules, regulations, and procedures, and any actions that may result in disciplinary sanctions.

(c) Issues a receipt for all cash and other property taken from the resident upon admission, and prepares an inventory of that property, which the resident signs and retains in accordance with the attached ICE Family Residential Standards. This record shall be supplemented for any additional property the resident receives during his or her stay at the facility. The Service Provider shall provide a secured space for the property.

(d) Ensures that all residents shower upon admission. At which time a body chart is prepared to reflect any tattoos, birth marks, injuries, bruises, or evidence of contraband, etc., and the resident will receive clean clothing (if needed), bedding, and personal hygiene items. NOTE: Only female staff shall be assigned to housing units; male staff must knock and announce their presence before entering.

(e) Ensures that all residents receive a complete medical and

mental health and safety assessment (including lice screening) upon admission; a complete medical examination by a licensed physician or physician's assistant within 14 days from the first workday after admission (unless the alien received a medical examination from the transferring ICE facility, and documentation of such is provided).

(f) An admission packet shall be completed and include all items required by applicable standards. Admission processes for a newly admitted resident include, but are not limited to:

- 1) Recording basic personal information;
- 2) Results of Criminal history check;
- 3) Photographing and fingerprinting, including notation of identifying marks or other unusual physical characteristics;
- 4) Medical and mental health screenings;
- 5) Inventory of personal property.

(18) Individual Resident Case Records: Any records created and/or maintained by the Service Provider, its sub-provider(s), and/or any third party are the sole property of ICE and shall be accessed or released upon request by ICE.

(a) The Service Provider shall develop, maintain, and safeguard individual resident case records. The Service Provider shall develop a system of accountability that preserves the confidentiality of resident information and protects the records from unauthorized use or disclosure.

(b) At a minimum, individual resident case records must include the following information:

- 1) name and alien registration number;
- 2) initial screening and intake forms;
- 3) case information from the referral source;
- 4) comprehensive assessment;
- 5) medical/dental files (must be maintained separately);

- 6) medical consent form;
- 7) individual service plans and case notes;
- 8) progress reports;
- 9) program rules and disciplinary policies;
- 10) copies of disciplinary actions;
- 11) referrals to other service agencies;
- 12) receipt and inventory of cash and personal property;
- 13) any other relevant information; and
- 14) any additional requirements by the State.

(19) Cash Procedures: The following procedures shall be followed to maintain accountability of each resident's cash and other valuables. All procedures shall be in accordance with the applicable standard.

(a) A log shall be maintained showing all deposit and withdrawal activity (e.g., cash, jewelry). The log shall include cash amount or item, date, resident's signature, preparing staff's signature, as well as a running balance of all cash transactions.

(b) A receipt voucher/request system shall be used for each cash transaction. The receipt voucher shall be signed by the person preparing the transaction, the resident, and the supervising staff person on duty. A copy shall be given to the resident and one shall be maintained in the resident's case file.

(c) Checks shall be maintained in the property bin.

(d) All valuables shall be maintained in a secured safe and all funds shall be maintained in a non-interest bearing bank account.

(21) Remote Custody and Transportation Services: The Service Provider shall provide policy and procedures on remote custody and transportation services for approval by the Contracting Officer.

(a) Remote Custody Services

1) The Service Provider shall provide, under the direction of the COTR, remote custody services as may be required. The Service Provider shall be reimbursed for these services only when such services are directed by the COTR. The Service Provider shall not abandon any facility assignment to perform remote custody services.

2) Duties and responsibilities of this function shall be to remain with the resident at medical appointments, medical facilities to which the resident has been admitted, or at other locations as directed in writing by the COTR.

3) The Service Provider shall authorize one facility staff person of the same gender as the resident for each such remote custody service, unless additional facility staff persons are required at the discretion of the COTR.

(b) Transportation Services

1) The Service Provider shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as directed by the COTR.

2) The Service Provider shall perform medical transportation as needed, weekly, using two (2) staff persons per run, one (1) of which must be the same gender as the resident being transported.

3) The Service Provider shall furnish sufficient vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The Service Provider shall not allow employees to use their privately owned vehicles to transport residents.

4) Transportation routes and scheduling shall be accomplished in the most economical manner as approved by the COTR.

(c) The Service Provider personnel provided for the above transportation services shall be of the same qualifications, receive the same training, and complete the same security clearances as those Service Provider personnel provided for in the other areas of the contract.

(d) The Service Provider shall, upon order of the COTR, or upon his/her own decision in an urgent medical situation, transport a resident to a hospital location. A facility staff person shall keep the resident under constant supervision 24 hours per day until the resident is ordered released from the hospital, or at the order of the COTR. ICE requires one staff person for escorting; any cost associated with additional escort staff as required by CCA will be absorbed by CCA. The Service Provider shall then transport the resident to the facility.

(e) When the COTR provides documents to the Service Provider concerning the resident(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

(f) The Service Provider shall establish a communications system that has direct and immediate contact with all vehicles and remote custody assignments. Upon demand, ICE will be provided with current status of all vehicles and remote custody assignment employees.

c. Rights of Residents

(1) Each resident is to enjoy a reasonable right to privacy, which shall include but not be limited to the right to:

- (a) Wear personal clothes, when available and appropriate;
- (b) Retain a private space in the facility for the storage of personal belongings;
- (c) Talk privately on the phone, as permitted by the applicable standards;
- (d) Visit privately with legal counsel as permitted by the applicable standards;
- (e) Receive other visits as approved by ICE and monitored by facility staff; and
- (f) Receive and send mail in accordance with applicable standards.
- (g) Have clean potable water to drink during each meal.
- (h) Be informed of the facilities orientation, the Resident Handbook, and all other facility information in a language or manner they can understand.

(2) The Service Provider shall establish a policy and procedure that shall provide each resident freedom from discrimination based on race, religion,

national origin, sex, handicap, or political beliefs.

(3) The Service Provider shall ensure that all residents have equal opportunities to participate in activities and receive services offered by the program, and ensure equal access to various services and work assignments, as appropriate.

5) Program Management

a. Organizational Structure and Coordination

(1) The Service Provider shall prepare and submit all policies, plans and procedures required by this statement of work to ICE for review and approval in accordance with Section F, Deliverables, of this agreement prior to implementation. The Service Provider shall provide a system ensuring that all written policies, plans, and procedures are reviewed at least annually and updated as necessary. The Service Provider shall provide written certification that the review has been conducted. No policy, plan, procedure, or any change under this contract shall be implemented prior to the written approval of the Contracting Officer in conjunction with review and approval from the ICE DRO.

(2) The Service Provider shall have operative plans that identify organizational structures, lines of authority, and lines of responsibility. Service Provider shall also maintain and administer comprehensive plans that facilitate and enhance intra-program and intra-organizational communication, as appropriate. At minimum, programs must ensure weekly staff meetings to discuss individual service plans, progress, and daily schedules. The Service Provider shall maintain working relationships and liaisons with appropriate community organizations and the ICE.

(3) The Service Provider will provide an overall Quality Assurance Plan (QAP) and audit, for approval, that addresses critical and measurable operational performance standards for the services required under this contract. The Service Provider shall incorporate in the QAP a periodic system that reviews and updates the changes to all policies, plans and procedures. The QAP shall include a monthly audit, as directed by ICE, which shall include the performance review of the facility operations for compliance with the QAP and with the requirements of this contract. This QAP and audit will be separate and apart from any internal or external audits conducted by ICE or a contractor of ICE. The Service Provider shall notify ICE 24 hours in advance of the audit to ensure the COTR is available to participate. The Service Provider's QAP shall be capable of identifying

deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer.

(4) The Service Provider shall identify measures they will take or have taken to assure and maintain community receptivity and support and/or reduce community opposition to the program.

b. Media and Organizational Inquiries

The Service Provider shall refer all media inquiries to ICE. The Service Provider shall not, without prior approval from ICE, provide any information to the press concerning this IGSA. The Service Provider shall immediately notify the local ICE site supervisor of any media or organizational inquiries.

c. Personnel/Staffing

(1) Prior to the hire of any key personnel, the Service Provider shall obtain written concurrence from the ICE Contracting Officer, and shall submit to the Contracting Officer a request for the review and approval of the job description, resume, cover letter, application, and any other applicable documents.

Key Personnel include but are not limited to the Facility Administrator, Assistant Facility Administrator (as applicable), and Lead Program Manager.

(2) Prior to any employee performing duties under this IGSA, the Service Provider shall compile all documents and certifications that demonstrate the employees' compliance with the terms and conditions for employment, as required by this agreement, and provide them to the COTR. The Service Provider shall obtain written approval from the COTR for each employee, prior to assignment of duties.

(3) Programs shall ensure:

(a) One person identifiably responsible for the entire program and its outcomes;

(b) Staff person(s) identifiably responsible for the overall coordination of services including the individual service plans and the case management activities;

(c) Clear lines of authority and responsibility;

- (d) Professional staff available to provide program services according to State standards;
- (e) Staff available to provide structure and to coordinate and deliver all services required of the program;
- (f) Compliance of all staff responsible for direct resident supervision with the employee educational and/or experience levels that is commensurate with State standards;
- (g) Male staff, including those assigned to that post, knock to announce their presence prior to entering a housing unit;
- (h) All movement and activity of residents throughout the facility be supervised by staff responsible for direct resident supervision;
- (i) At no time shall there be all male staff on duty.
- (j) Staff training is in accordance with State standards, meeting minimum requirements of ICE residential standards for this SOW for hiring and training (Staff Training). The Service Provider shall submit a training policy and procedure including the standards. Certification of employee training/refresher training shall be provided to ICE annually. Staff is prohibited from providing any legal advice or counsel to residents in its care, and is expressly prohibited from hindering or interfering with a resident's custody arrangements or in the execution of final immigration court orders;

(4) Service Provider Employee Conduct: The Service Provider shall develop for its employees standards of employee conduct and specific disciplinary actions that are consistent with the Federal Employee Responsibilities and Conduct, 5 CFR Part 735. The Service Provider shall hold his/her employees accountable for their conduct based on these standards, which must include and are not restricted to the following:

- (a) No Service Provider employees shall display favoritism or preferential treatment to one resident, or group of residents, over another.
- (b) No Service Provider employees may deal with any resident except in a relationship that will support the approved goals of the facility. Specifically, staff members must never accept for themselves or any members of their family, any personal (tangible or intangible) gift, favor, or service from any resident or from any resident's family or close associate, no matter how trivial the gift

or service may seem, for themselves or any members of their family. All staff members are required to report to the facility director any violation or attempted violation of these restrictions. In addition, no staff shall give any gift, favors, or service to residents, their family, or close associates.

(c) No Service Provider employee shall enter into any business relationship with residents or their families (selling, buying, or trading personal property).

(d) No Service Provider employee shall have any outside or social contact (other than incidental contact) with any resident, his/her family, or close associates.

(e) The Service Provider shall report all violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR. Violations may result in employee dismissal by the Service Provider or at the discretion of ICE. Failure on the part of the Service Provider to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Service Provider to appropriate action up to and including termination of the contract for default.

(f) The Service Provider shall provide all employees with a copy of the Service Provider's Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.

(5) Education and Background Requirements for Contract Residential Officers

(a) The Service Provider is responsible for reviewing the standard for hiring and training and for meeting the criteria set under that standard for the various positions identified.

(b) At minimum, Service Provider employees shall possess a high school diploma or GED certificate and have at least two (2) years of experience that demonstrates the following:

- 1) The ability to greet and deal tactfully with the general public.
- 2) A clear capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate to the extent of being able to read and

interpret printed rules and regulations, detailed written orders, and training instructions and materials, and must be able to compose reports that contain the informational value required by such directives.

- 3) Good judgment, courage, alertness, and an even temperament, and shall render satisfactory performance by conscientiously acquiring a good working knowledge of his/her position responsibilities.
- 4) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the excitement of fires, explosions, civil disturbances, and building evacuations.
- 5) Staff hired to work in this residential facility shall be screened to eliminate applicants with criminal history, domestic violence history and/or sexual assault history.

(6) Removal from Duty

(a) The Service Provider shall immediately notify the COTR in writing when learning of any adverse or disqualifying information pertaining to any employee. If the Contracting Officer or COTR receives disqualifying information on a Service Provider employee, he/she shall direct that the Service Provider immediately remove the employee from performing duties under this contract or any other ICE contract. The Service Provider must comply with all such directions. Disqualifying information includes but is not limited to:

- 1) Conviction of a felony, a crime of violence, or a serious misdemeanor;
- 2) Possessing a record of arrests for continuing offenses;
- 3) Falsification of information entered on suitability forms.

(b) The Service Provider shall immediately notify the COTR in writing when the employee is removed from duty. The Service Provider shall comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- 1) Neglect of duty, including sleeping while on duty, failure to exercise due diligence, causing unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- 2) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- 3) Theft, vandalism, immoral conduct, or any other criminal actions.
- 4) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- 5) Unethical or improper use of official authority or credentials.
- 6) Unauthorized use of communication equipment or Government property.
- 7) Violations of security procedures or regulations.
- 8) Recurring tardiness.
- 9) Possession of alcohol or illegal substances while on duty.
- 10) Undue fraternization with residents as determined by the COTR.
- 11) Repeated failure to comply with visitor procedures as determined by the COTR.
- 12) Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in, or contributing to, a resident escape.
- 13) Failure to maintain acceptable levels of proficiency or fulfill training requirements.

(c) The Service Provider shall not assign nor permit any employee to work under this contract more than a total of 12 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period. Should situations arise where an employee is required for more than 12 hours, the Service Provider shall obtain prior approval from the COTR. Exceptions shall only be granted on a case-by-case, situation-dependent basis.

(d) The Service Provider shall immediately notify the COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

(e) The Service Provider is responsible for his/her employees having identification credentials in their possession at all times while performing under this contract. The Service Provider credential required by ICE under this contract must contain the following for each employee:

- 1) A photograph of the employee that is at least one inch square. The photograph will show as a maximum, the head and shoulders of the employee and will be no more than one year old at the time the credential is issued.
- 2) A printed personal description consisting of the employee's name, hair color, eye color and date of issuance.
- 3) Date of issuance.
- 4) Signature of the employee.
- 5) Identification of and validation by the issuing authority.

No credential shall be more than three (3) years old.

The Service Provider must void and immediately make the appropriate disposition of all identification credentials upon completion of assignments which result in termination of employees under this contract.

e. Physical Facility Plant

(1) Program services shall be provided in the least restrictive environment appropriate to the population and administered in a culturally sensitive

manner. The Service Provider shall affirmatively demonstrate, through appropriate documentation that all facilities, meet all applicable standards.

(2) The Service Provider shall provide regular and effective monitoring and shall ensure that all residents are provided housing that meets or exceeds the minimum design standards described in this document. State licensing guidelines provide ample instruction on space, privacy, fire, safety, and sanitation requirements. State licensing standards shall be made part of the record submitted by the Service Provider to ICE. The Service Provider shall provide the ICE Contracting Officer a copy of all State-issued reports on the facility.

(3) The Service Provider shall establish and maintain a daily housekeeping plan for the facility's physical plant. The Service Provider shall arrange and manage periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to applicable health and sanitary requirements. All facility maintenance, including janitorial service, is the sole responsibility of the Service Provider. The Service Provider shall supply the COTR with a copy of the housekeeping plan and any applicable updates.

(4) The Service Provider shall provide space and accommodations as described in the attached Facility Design Standard.

(5) The Service Provider shall not change or modify any drawings, schedules, specifications, or documentation provided under the solicitation/contract, without prior written direction or approval of the Contracting Officer.

f. Emergency and Safety Requirements

(1) The facility shall comply with all applicable Federal, State, and municipal sanitation, safety, and health codes. The Service Provider shall provide copies of the certificate(s) which document the compliance with these codes to the COTR prior to occupancy.

(2) The Service Provider shall provide written policy and procedure to the COTR which specify the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, residents, and visitors. The Service Provider shall provide documentation to the COTR of a fire and safety inspection of the facility. ICE may perform inspections as deemed necessary to assure compliance with all health, safety, and emergency procedures.

(3) The Service Provider shall ensure that the facility is a tobacco free environment.

(4) The Service Provider shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency, or facility becoming unfit for its intended use. The Service Provider shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The Service Provider shall review the plan annually, update as necessary, and reissue to the local fire jurisdiction and the COTR, as well as ensuring awareness of the plan and procedures by the staff and the residents.

(5) The Service Provider shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power, and communications in an emergency to include A/C and heating.

(6) The Service Provider shall ensure that the interior finishing materials in living areas, exit areas, and places of public assembly conform to recognized national safety codes.

(7) All electrical receptacle outlets shall be turned off in all bedrooms, or shall be protected by electrical safety devices such as surge protection switches or covers.

(8) All areas off-limits to residents must be locked when not in use.

g. Program Reporting Requirements

(1) Monthly Program Progress Reports are due the fifth workday after the end of each month. These reports shall, at a minimum, provide information regarding adjustments and progress made toward meeting the specific goals and objectives of the contract. The Monthly Program Progress Report shall include information describing a chronological listing of all residents, including name, alien control number, date of admission, end-of-month status, and date of discharge.

(2) The Service Provider, upon discovery, shall immediately notify the applicable local ICE supervisor in charge of the facility verbally and follow up in writing within 24 hours with a complete written report of any change in the status or condition of any resident in care including the following:

- (a) Any unauthorized absence of the resident;
 - (b) Contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime;
 - (c) Pregnancy of the resident;
 - (d) Childbirth by the resident;
 - (e) Hospitalization of, serious illness of, or serious injury to the resident;
 - (f) Suicide or attempted suicide by the resident;
 - (g) Escape or attempted escape by the resident;
 - (h) Death of the resident;
 - (i) Hunger strike by the resident;
 - (j) Arrest and/or incarceration of the resident;
 - (k) Commission of a major program offense;
 - (l) Any abuse or neglect incident dealing with a resident; and
 - (m) Unauthorized correspondence and/or contact with a resident.
- (3) Procedures for reporting escapes or other unauthorized absences are as follows:
- (a) Report to local law enforcement authorities; and
 - (b) Report to local ICE supervisor in charge of the facility;
 - (c) Report to ICE/local law enforcement:
 - 1) Name and alien registration number of resident(s);
 - 2) Physical description of individual(s)
 - 3) Time of incident;
 - 4) What occurred;
 - 5) Any known calls or contacts made by resident prior to escape;

- 6) Name, address, phone number of family;
- 7) Information regarding unusual behavior;
- 8) Any reason to believe that escape was involuntary;
- 9) Other law agencies notified and point(s) of contact.

h. Record Retention

(1) The Service Provider shall provide written plans, policies, and procedures that describe the format and reporting criteria for all records and reports. The Service Provider shall maintain all logs and records required both to operate and document the operational and personnel aspects of the facility and to comply with the requirements of this contract. All logs and records shall be maintained at the facility in locked cabinets located within a properly secured and controlled room. The room shall be located within the administrative area or other approved area of the facility. ICE officials shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph.

(2) The Service Provider shall not destroy or alter any logs/records pertaining to this contract. At the completion of termination of this contract, the Service Provider shall turn over all logs and records as directed by the Contracting Officer.

6. ICE Coordination

(1) ICE will be involved in the programmatic development and on-going activities proposed and agreed upon in this IGSA. ICE will monitor and evaluate the provision of services; and provide consultation regarding programmatic issues or concerns, as needed.

(2) At time of placement in facility, ICE will provide the Service Provider with appropriate available alien documentation.

7. Operating Constraints

The following constraints are the statutory, regulatory, policy and operational considerations that will or may impact the Service Provider. The Service Provider is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the Service Provider is expected to be aware of any changes to the constraints and perform in accordance with the most current version of the constraints. Constraints include, but are not limited to:

- (1) Memoranda of Understanding between ICE and individual State and local law enforcement jurisdictions may vary.
- (2) ICE resource constraints and funding may influence the activities and breadth of the Performance-Based National Detention Standards.
- (3) Department of Homeland Security Management Directive (MD) 11042.1- Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- (4) Department of Homeland Security Management Directive (MD) 11050.2 - Personnel Security and Suitability Program.
- (5) Other applicable Executive Orders and Management Directives.
- (6) Computer Security Act of 2002.
- (7) The Patriot Act of 2001.
- (8) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208.
- (9) Immigration and Nationality Act of 1952, as amended (P.L. 82-414)
- (10) The Privacy Act of 1974, as amended (P. L. 5 U. S. C. 552a)
- (11) Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191)
- (12) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- (13) Applicable facility codes, rules, regulations and policies.
- (14) Applicable Federal, State, and local labor laws and codes.
- (15) Pre-clearance approvals are required for access to ICE field staff, facilities and information.
- (16) All applicable environmental requirements, including Executive Orders and Management Directives.
- (17) Existing lease agreements.
- (18) DHS Non-Disclosure Agreement Requirement.

Statement of Work Performance Criteria

The COTR will monitor and evaluate the Service Provider's progress and performance, including communications throughout the performance period, completeness and quality of performance requirements, and timeliness and quality of deliverables and services. All records, documents, programs and activities that the Service Provider provides on behalf of residents shall comply with the applicable Federal and State requirements, including those areas pertaining to medical, education, admission processing, law enforcement, counseling, and legal services.

NOTE: The listing of tasks/deliverables in the chart below is not all-inclusive. It signifies those tasks/deliverables that are deemed critically important and have discreet performance indicators and measures. The Service Provider is obligated to perform all tasks/deliverables contained in the contract.

Task/Deliverable	Required Outcomes	Performance Indicators	How Measured
Ref. 4a. Program Scope			
(1) Provide resident care and other services in a resident care program.	<p>Facility will become operational by the approved start-up date(s) in the Service Provider’s approved Program Management Plan (or proposal).</p> <p>Each facility is a safe and clean living environment in which all the required tasks and services are delivered promptly and accurately.</p>	<p>Facility opens on time. Living quarters accommodate alien family members as prescribed by the SOW and standards.</p> <p>State and local health and safety codes and standards are met.</p>	<p>COTR surveillance to ensure timeliness in facility opening and start-up. Overall resident living quarters meet contract requirements. Processing, release, transfer and removal actions are executed in a timely manner.</p> <p>The facility does not violate State or local building, health, or safety codes. <u>No more than 3 minor violations per year</u> are permitted. Each violation is resolved within the prescribed allotted time frame. <u>No more than 1 major violation per year</u> is permitted. A major violation is one in which there is an imminent danger to staff and/or residents that requires immediate rectification.</p>
(5) The Service Provider shall ensure that residents follow an integrated and structured daily routine that shall include but not be limited to the following services: recreation, life skills and/or chores, study	Residents’ daily routines include a well rounded and productive activity curriculum.	The daily curriculum for residents includes recreation, life skills, counseling (if needed), and access to religious and legal services, if desired.	<p>COTR inspections of programs and resident activities.</p> <p>Resident surveys to validate the availability, use and quality of services.</p>

Task/Deliverable	Required Outcomes	Performance Indicators	How Measured
<p>period, counseling, group interaction, free time, and access to religious and legal services.</p>			
<p>(9) The Service Provider shall implement and administer a case management system that tracks and monitors each resident’s progress on a regular basis to ensure that he/she receives the full range of program services in an integrated and comprehensive manner.</p>	<p>Case files contain each resident’s enrollments in activities, their progress and achievements, health care services, and other relevant information.</p>	<p>All entries are accurate and current. Law enforcement, Privacy Act and HIPAA-related information are properly safeguarded.</p> <p>Records are secured in accordance with computer security and physical security standards.</p>	<p>COTR inspections of case files.</p>

Ref. 4b Program Services			
<p>(1) Care and Maintenance - Proper physical care and maintenance, including suitable living accommodations, food, appropriate clothing, personal grooming items and hair care services, and personal allowance or remuneration for work shall be provided (outside of normal chores or responsibilities) as defined by applicable State statutes.</p>	<p>Living quarters, meals, clothing, and personal care services are in place and available to all residents.</p>	<p>Each resident has his/her own sleeping quarters, meals, and essential clothing, and is remunerated for work outside normal chores, as applicable.</p>	<p>COTR inspections of facilities and services to residents.</p> <p>Resident surveys to validate the availability, use and quality of services</p>
<p>(2) Medical/Mental/Dental Care (see Statement of Work for full text).</p>	<p>Arrival screenings are performed within the prescribed six-hour-following-arrival time frame.</p> <p>On-site health care is available 24 hours per day, 7 days per week.</p> <p>Instructions are in the resident’s native language.</p> <p>Access to an off-site emergency medical care service is arranged and in place.</p> <p>Policies and procedures for dispensing over-the-counter and Rx drugs and special diets are in place.</p>	<p>Prompt screenings and processing of new arrivals.</p> <p>On-site health care is accessible and available to residents.</p> <p>Instructions are available and clearly understood by residents.</p> <p>Emergency care is provided when required.</p> <p>Policies and procedures are reviewed and approved by the COTR</p>	<p>COTR inspections.</p> <p>Information is validated through resident surveys.</p>
<p>(6) Case Management (see Statement of Work for full text).</p>	<p>Individual service plans are developed, implemented, and coordinated. Staff members are qualified</p>	<p>Case files are maintained and current. Residents’ safety, social, and cultural needs are monitored and addressed.</p>	<p>COTR inspections.</p>

	social workers or case workers having the necessary education and training.	Staff members' credentials are available for review.	
	.		.
5. Program Management			
a Organization Structure and Coordination	Policies, plans, and procedures are timely developed. They are submitted for COTR review annually.	Policies, plans, and procedures encompass all program services and program management requirements.	Documents are on file with the Service Provider and available for COTR's inspection. Documents are submitted annually as prescribed by the Contract, Section F.
c. Personnel/Staffing	Key personnel qualifications are provided and meet the criteria for the personnel's position(s).	Qualifications are presented to the COTR for review and approval prior to placement.	Key personnel qualifications meet the criteria for the personnel's position(s).

QUALITY CONTROL PLAN

(To Be Submitted by Provider
As Part of Their Proposal)

Immigration and Customs Enforcement
Office of Detention and Removal Operations



Quality Assurance Surveillance Plan

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**QUALITY ASSURANCE SURVEILLANCE PLAN
for the
RESIDENTIAL CENTERS
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF DETENTION AND REMOVAL (DRO)**

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the contractor/service provider, and not the Government, is responsible for the day-to-day operation of the facility, the delivery of educational, medical and social services, and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The service provider's QCP, upon approval by the Government, will be made a part of the resultant agreement.

This QASP is designed to provide an effective surveillance method to monitor the service provider's performance relative to the requirements listed in the agreement. The QASP illustrates the systematic method the Government (or its designated on-site representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the principle that the Government must validate that the contractor/service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of resident handling, including safety, health, legal rights, facility and records management, etc. Good management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment 1): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on ICE DRO Residential Standard. The PRS identifies performance standards grouped into ten functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes for assessing compliance in meeting Government standards.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the service provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a

written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the DRO Residential Standards. Other standards may also be defined in the agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The service provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

3. QUALITY CONTROL PLAN

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that describes the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the service provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The contractor/service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the

performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping ensuring ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Education curricula (in accordance with state education criteria and standards) and child development records
- Records of legal and counseling services (with consideration of attorney-client confidentiality)
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

4. METHODS OF SURVEILLANCE

The Government will inspect the service provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the ICE DRO Residential Standard. The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

All Family Residential Facilities will have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet will help the COTR or designee assess overall performance, by reviewing specific items within the functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and residential health and welfare conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or residents. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced

for annual review purposes, the “Monitoring Instruments” and “Verification Sources” identified in the DRO standard will be used.

4.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. All Family Residential sites will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with residents and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the service provider’s QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider’s designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

4.3 Review of Documentation: The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of residents all conform to the performance standards stated herein. When reviewing the service provider’s documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

4.4 Interviews and Other Feedback: The COTR will interview key members of the service provider’s staff, residents and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the service provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the service provider at least 30 calendar days in advance of implementation of the new standard(s). If the service provider is not provided with the notification, adjustment to the new standard must be made within 30 calendar days after notification. If any change affects pricing, the service provider may submit a request for equitable price adjustment in accordance with the “Changes” clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the service provider, so long as the standards are not more stringent than those being replaced.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the service provider to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the service provider’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the service provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard’s attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the service provider’s monthly invoice as prescribed in Attachment 1

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. “withholds”) amounts from the service provider’s monthly invoice. This may happen when an event

occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he/she was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a resident escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

7. NOTIFICATIONS

- (a) Based on the inspection of the service provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the service provider must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/ protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; Resident cases admitted to a community hospital; significant environmental

problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in Section 6 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he/she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the service provider terminates the agreement, those funds will not be released. The service provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the service provider is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

8. RESIDENT/MEMBER OF PUBLIC COMPLAINTS

The resident and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

9. ATTACHMENTS

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report
- 3 Performance Monitoring Tool
- 4 Staffing Plan

Attachment 1- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p style="text-align: center;">Administration and Management (10 %)</p> <p style="text-align: center;">(Addresses facility policy development, internal inspection and reviews, resident records, administration and orientation, personal property and monies, release and accommodations for the disabled)</p>	<p>ICE DRO Residential Management Standard http://www.ice.gov/pi/familyresidential/index.htm</p> <p>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</p> <p>Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02</p> <p>Admission and Release/Orientation (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf</p> <p>Detainee Records/ Detention Files (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf)</p> <p>Detainee Handbook (ICE Standard) (http://www.ice.gov/pi/familyresidential/index.htm)</p> <p>Internal Inspections and/or Reviews/ Detention Management & Control Program (ICE Standard)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • Review of service provider’s quality control program monitoring reports • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Funds & Personal Property (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf Policy Development and Monitoring 4-ALDF-7D-06				
<p>Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health , pharmaceuticals, and dental services provided by the institution</p>	<p>ICE DRO Residential Management Standard (http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf) Communicable Disease 4-ALDF-4C-14 Detainee Hunger Strikes (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/hungerstrikes.pdf) Experimental Research 4-ALDF-4D-18 Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf) Suicide Prevention (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf) Terminal Illness, Advanced Directives and Death (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p style="text-align: center;">Security and Control (25%)</p> <p>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, resident searches, resident accountability, use of force, non-routine use of restraints, tool and equipment control, resident discipline, supervision for special housing, contingency and emergency plans.)</p>	Detainee Searches 4-ALDF-2C-01-06	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) 	<ul style="list-style-type: none"> • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs • Review of service provider’s quality control program monitoring reports and output data 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Resident Census (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf				
	Use of Physical Force (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf				
	Transfer of Residents (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf				
	Tool Control (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf				
	Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14				
	Discipline and Behavior Management (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behavior_management.pdf				

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	<p>)</p> <p>Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf)</p> <p>Contraband (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf)</p> <p>Post Orders (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf)</p> <p>Permanent Logs 4-ALDF-2A-11</p> <p>Security Features (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf)</p> <p>Security Inspections and/or Reviews (ICE Standard)</p> <p>Sexual Assault 4-ALDF-4D-22-8 (http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf)</p>				
FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Transportation (Land Transportation) (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf)</p> <p>Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</p>				

<p style="text-align: center;">Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to residents)</p>	<p>ICE DRO Residential Management Standard (INSERT URL HERE)</p> <p>Environmental Health & Safety (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf)</p> <p>Food Service Standards (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic review in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Staff and Resident Communications and Information Dissemination (2.5%)</p> <p align="center">(Addresses methods of communicating with residents, detention/correctional staff training in diversity, and the resident grievance process)</p>	<p>Detainee Grievances (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<p>Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10</p> <p>Resident and Staff Communication (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf)</p>				
<p align="center">Safety and Sanitation (10%)</p> <p align="center">(Addresses the adequacy of fire safety programs, the control of dangerous materials, the general</p>	<p>Environmental Health & Safety (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf</p> <p>Personal Hygiene (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)

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<p style="text-align: center;">Services and Programs (5%) (Addresses resident security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of resident mail and other correspondence, and visitation privileges)</p>	ICE DRO Residential Management Standard http://www.ice.gov/pi/familyresidential/index.htm	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (See Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Access to Legal Material (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/lawlibraries.pdf				A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Classification, Review, and Housing (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf)				
	Detainee Mail & Correspondence (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/correspondence.pdf)				
	Group Legal Representation (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/egalrights.pdf				
	Marriage Requests (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/marriagerequests.pdf)				
	Non-Medical Emergency Escorted Trips (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/escortedtripsfornon_medicalemergency.pdf)				
	Recreation (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/recreation.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Religious Practices (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf)				
	Telephone Access (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/telephone_access.pdf)				
	Voluntary Work Program (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf)				
	Visitation Privileges (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/visitation.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF • SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Workforce Integrity (10%)</p> <p>(Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)</p>	<p>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</p> <p>Staff Misconduct 4-ALDF-7B-01</p> <p>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</p> <p>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (See Section 6 of the QASP)</p>	<p>A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Discrimination Prevention (2.5%)</p> <p>(Addresses the adequacy of policies and procedures to prevent discrimination against residents based on their gender, race, religion, national origin, or disability)</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

Attachment 2 - Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Attachment 3 – Performance Monitoring Tool



U.S. Immigration and Customs Enforcement

Detention and Removal Operations

Performance Monitoring Tool

Facility Name: _____ Month/Year: _____

Frequency				DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				1. Admission and Release			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory resident personal effects			
				D. Resident funds accountability in place for admin/release			
				E. All visual searches documented and are not routine in procedure			
				F. Appropriate clothing and bedding issued			
				G. Orientation material in English, Spanish or most prevalent second language			
				2. Resident Classification System			
				A. All residents classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			
				D. Work assignments are based upon classification system			
				E. Residents are assigned color coded uniforms/wrist bands to reflect classification level			
				3. Contraband			
				A. Policy in place for handling contraband			
				B. Contraband disposed of properly and documented			
				C. Facility staff make a concerted effort to control contraband			

D	W	M	Q		DETENTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
					4. Correspondence and Other Mail			
				A.	Incoming mail screened and delivered daily			
				B.	Outgoing mail screened for contraband			
				C.	Legal mail opened in front of resident			
				D.	Incoming funds processed properly			
				E.	Rules for correspondence and other mail posted in housing unit or common areas, and resident handbook			
				F.	Facility has a system for residents to purchase stamps			
				G.	SMU has same correspondence privileges as general population			
					5. Resident Handbook			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate residents			
					6. Detention Files			
				A.	Detention file created for each new arrival			
				B.	Detention files contain documents generated during custody			
				C.	Detention files maintained in a secure area			
					7. Disciplinary Policy			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			
				D.	Disciplinary sanctions are in accordance with standards			
				E.	Staff representation available			

D	W	M	Q		DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
					8. Emergency Plans			
				A.	Staff trained			
				B.	Written plans			
				C.	Evacuation routes primary and secondary			
				D.	A complete set of emergency plans is available			
				E.	Staff work stoppage plan is available			
					9. Environmental Health and Safety			
				A.	System for storing/issuing/maintaining hazardous materials			
				B.	Complete inventories of hazardous materials maintained			
				C.	A complete list of MSDS readily accessible to staff and residents			
				D.	Fire prevention/control/evacuation plan			
				E.	Conduct fire/evacuation drills according to schedule/standard			
				F.	Staff trained to prevent contact with blood and bodily fluids			
				G.	Emergency generators are tested bi-weekly			
				H.	Every employee and resident using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I.	Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
				J.	Facility appears clean and well maintained			
				K.	All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					10. Non-Medical Emergency Escorted Trips			
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					11. Security Inspections			
				A.	Staff are required to conduct security check of assigned areas			
				B.	All visitors officially recorded in a visitor log book			
				C.	Front entrance staff inspect ID of everyone entering/exiting			
				D.	Maintain a log of all incoming and departing vehicles			
				E.	Housing unit searches occur at irregular times			
				F.	Area searches documented in log book			
				G.	Daily/Monthly fence checks completed and logged			
				H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I.	Officers monitor all vehicular traffic entering and leaving the facility			
				J.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
				K.	Security officer posts located in or immediately adjacent to resident living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and residents is required and facilitated			
				L.	Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				M.	Tools being taken into the secure area of the facility are inspected and inventoried			
					12. Food Service			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	Residents receive safety and appropriate equipment training prior to beginning work in department			
				E.	A minimum of two hot meals served daily			
				F.	Facility has a standard 35 day cycle menu			
				G.	A registered dietician conducts nutritional analysis			
				H.	All menu changes documented			
				I.	Common fare menu for authorized residents			
				J.	Weekly inspections conducted and documented			
					13. Funds and Personal Property			
				A.	Inventory personal property/funds is maintained			
				B.	Funds/valuables documented on receipt			
				C.	Residents property searched for contraband			
				D.	Staff forward arriving residents medication to medical staff			
				E.	Resident funds are deposited into the cash box			
				F.	Staff secure every container used to store property with a tamper-proof numbered strap			
				G.	Quarterly audits of resident baggage & luggage are conducted, verified, and logged			

D	W	M	Q		DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
					14. Resident Grievance Procedures			
			A.		Grievance procedures in place			
		B.			Staff awareness of procedures for emergency grievances			
		C.			Grievance log is utilized			
		D.			Staff forward any grievances alleging staff misconduct to ICE			
		E.			Informal resolution to a resident grievance documented in detention file			
					15. Hold Rooms in Detention Facilities			
		A.			Residents are not held in hold rooms longer than 12 hours			
		B.			All residents pat searched prior to placement in hold room			
		C.			Maintain detention log for each resident in hold room			
		D.			Written evacuation plan posted for each hold room			
		E.			Hold rooms contain sufficient seating for the number of residents held			
		F.			No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
		G.			Male and females are segregated from each other at all times			
		H.			Residents are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
		I.			Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
					16. Hunger Strikes			
		A.			Procedures for referring resident to medical if verbally refused or observed refusing to eat beyond 72 hours			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B.	Staff receive training in identification of hunger strike			
				C.	Process for determining reason for hunger strike			
					17. Key and Lock Control			
				A.	Maintain inventories of all keys/locks/locking devices			
				B.	Emergency keys are available for all areas of the facility			
				C.	Chit system used to issue security equip./keys/radios			
				D.	Policy regarding restricted keys present and followed by staff			
				E.	Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F.	Locks and locking devices are continually inspected, maintained, and inventoried			
					18. Access to Legal Material			
				A.	Adequate equipment is available for residents			
				B.	Legal materials/law library current and available for residents			
				C.	Resident access provided to include SMU			
				D.	Denials documented			
				E.	Schedule for use implemented 5 hours weekly per resident			
				F.	Access to legal material within 24 hours of written request			
				G.	Indigent residents provided free stamps/envelopes for legal matters			
					19. Group Presentations on Legal Rights			
				H.	ICE/DRO approved videos played for all incoming residents			
				I.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Residents in SMU receive separate presentation			
				K.	Facility ensures adequate presentations so all residents wanting to attend have the opportunity			
					20. Marriage Requests			
				A.	Marriage written requests approved by FOD			
					21. Medical Care			
				A.	Intake process includes medical and mental health screening			
				B.	Sick call procedures established			
				C.	Adequate medical staff available proportionate to population			
				D.	Pharmaceuticals stored in a secure area			
				E.	All residents receive physical examination/assessment within 14 days of arrival			
				F.	Sick call slips available in English, Spanish and/or most prevalent second language			
				G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
				H.	Medical records are available and transferred with the resident			
				I.	Records are maintained of medication distribution			
				J.	All sharps are under strict control and accountability			
				K.	A sharps container is used to dispose of used sharps			
				L.	The medical department is maintained at a high level of sanitation			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
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					22. Issuance and Exchange of Clothing, Bedding, and Towels			
				A.	Clothing provided upon intake and exchanged weekly			
				B.	Sheets and towels exchanged weekly			
				C.	Climate appropriate clothing issued and maintained in good repair			
				D.	Facility provides and replenishes personal hygiene items as needed, at no cost to resident			
				E.	Showers operate between 100 degrees and 120 degrees			
				F.	Showers meet ADA standards and requirements			
				G.	Food Service resident volunteers exchange garments daily			
					23. Population Counts			
				A.	Staff conduct formal count at least once per 8 hour shift/ 3x per day			
				B.	At least two officers participate in count for each area			
				C.	Recount conducted when incorrect count is reported			
				D.	Face to photo count conducted as necessary			
				E.	Each resident positively identified during count			
					24. Post Orders			
				A.	Every post has a post order, current & signed by the facility administrator			
				B.	Housing unit officers record all resident activity in a log			
				C.	Supervisor visits each housing area once per shift			
				D.	Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E.	Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					25. Recreation			
					A. Outdoor/indoor recreation is provided			
					B. Access to recreation activities 1 hour x 5 days			
					C. Staff conduct daily searches of recreation areas			
					D. In unit sedentary activities are available			
					26. Religious Practices			
					A. Residents are allowed to engage in religious services			
					B. Authorized religious items are allowed in resident possession			
					27. Special Management Unit (Administrative Segregation)			
					A. Written order accompany resident placed in SMU			
					B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
					C. Residents in SMU have access to legal materials			
					D. Residents in SMU retain visiting privileges			
					E. Maintain a permanent log regarding resident related activities			
					F. SMU phone access same as general pop unless exception is made			
					G. Residents in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
					H. The facility administrator (or designee) visits each SMU daily			
					I. A health care provider visits every resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Residents in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, residents are provided weather-appropriate equipment and attire			
				K.	When a resident has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division			
					28. Special Management Unit (Disciplinary Segregation)			
				A.	Written order accompany resident placed in SMU			
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C.	Admin SMU residents enjoy same privileges as gen pop			
				D.	Residents in SMU have access to legal materials			
				E.	Residents in SMU retain visiting privileges			
				F.	Maintain a permanent log regarding resident related activities			
				G.	Written order accompany resident placed in disciplinary SMU			
				H.	Residents in disciplinary SMU have access to legal materials			
				I.	Residents in disciplinary SMU retain visiting privileges			
				J.	Disciplinary SMU phone access limited to legal/consular calls			
				K.	Residents in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				L.	The facility administrator (or designee) visits each SMU daily			
				M.	A health care provider visits every resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			
				N.	Residents in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, residents are provided weather-appropriate equipment and attire			
					29. Staff-Resident Communication			
				A.	Housing unit rounds conducted daily by security staff			
				B.	Housing unit rounds conducted daily by Deportation Staff			
				C.	Resident requests answered within 72 hours			
				D.	ICE SDC visit schedules are posted in housing unit			
				E.	Request forms are available to residents			
				F.	There is a secure box available for residents to place requests in for ICE staff that is checked on a daily basis			
				G.	Unannounced ICE staff housing unit visits occur weekly			
				H.	Visiting staff observe, document and communicate current climate and conditions of confinement			
					30. Suicide Prevention and Intervention			
				A.	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B.	Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
				C.	The facility has a designated and approved isolation room for evaluation and treatment			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				D.	Staff observes and documents the status of a suicide-watch resident at least once every 15 minutes			
					31. Telephone Access			
				A.	Upon intake, residents are made aware of phone policies			
				B.	Out of order phones reported to service provider			
				C.	Telephones inspected regularly by staff			
				D.	Telephone access rules posted in each housing unit			
				E.	The number for the ICE OIG is posted in housing units			
				F.	The pro bono list is posted in housing units			
				G.	Emergency phone call messages delivered to residents			
				H.	Special access calls are available to residents			
				I.	Notification of telephone monitoring posted by unit phones			
					32. Terminal Illness, Advanced Directives, and Death			
				A.	Residents who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B.	The facility has written plans for addressing organ donations			
				C.	There is a policy addressing Do Not Resuscitate Orders			
				D.	The facility has written procedures detailing the proper notifications			
					33. Tool Control			
				A.	Tool inventories conducted as specified			
				B.	Tools marked and readily identifiable			
				C.	Procedures for issuance of tools to staff and residents			
				D.	Inventory made of all tools by contractors prior to enter and exit			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
				F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
					34. Resident Transfer			
				A.	Resident provided with resident transfer notification form			
				B.	Health records/transfer summary accompany resident			
				C.	Funds and personal property accompany resident			
				D.	A-File/work folder accompany resident			
					35. Transportation (Land Transportation)			
				A.	Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B.	Officers use a checklist during every vehicle inspection			
				C.	Transporting officers limit driving time to 10 hours in any 15 hour period when transporting residents			
				D.	Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting residents			
				E.	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				F.	Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
				G.	Vehicles have written contingency plans on board			
					36. Use of Force			
				A.	Policy governing immediate/calculated use of force			
				B.	All use of force incidents documented and reviewed			
				C.	Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
				D.	Resident is seen by medical immediately after incident			
				E.	Facility subscribes to prescribed confrontation avoidance procedures			
				F.	Staff trained in use of force techniques			
				G.	Appropriate procedures in place for using 4 point restraints			
				H.	Medical staff consulted prior to deploying OC spray in calculated use of force situations			
				I.	All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
					37. Visitation			
				A.	Written visitation schedule posted and accessible to the public			
				B.	General visitation log book maintained			
				C.	Visitor dress code enforced			
				D.	Legal visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in resident housing			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					38. Voluntary Work Program			
			A.		Facility has a voluntary work program			
			B.		Maintain a written chart with work assignments/classification level			
		C.			Facility complies with work hour and pay requirements for residents			
		D.			Residents are medically screened to participate			
		E.			Residents receive proper training and safety equipment			
	F.				Resident housekeeping meets standards for neatness, cleanliness and sanitation			
					39. Juvenile Education			
	A.				Classrooms are equipped, including desks, chairs, grade-appropriate text books, activity supplies, chalk boards and audio/visual equipment.			
	B.				Lesson plans are in place and have clearly stated objectives and measures for student performance.			
	C.				Curricula and materials meet US Dept. of Education, state and county requirements.			
	D.				At least one hour of daily grade-appropriate instruction is provided in the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education.			
		E.			Teacher credentials meet state English as a Second Language (ESL) requirements.			
		F.			Teachers identify, address and refer counseling and special needs of students.			

DROIGSA-10-0002

STAFFING PLAN

(To Be Submitted by Provider
As Part of Their Proposal)

TITLE 29--LABOR

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage

determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	
GS-07	

Search current rates at <http://www.opm.gov/oca/08tables/>

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program

registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1)The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2)The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

- Paragraph	OMB control number
(b)(2) (i)--(iv).....	1215-0150
(e).....	1215-0150
(g)(1) (i)--(iv).....	1215-0017
(g)(1) (v), (vi).....	1215-0150

(1) (1), (2)..... 1215-0150
(q)(3)..... 1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at
61 FR 68663, Dec. 30, 1996]

Corrections Corporation of America Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Hal Hawes, County Attorney
Submitted For: Hal Hawes
Department: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approval of an Agreement between Corrections Corporation of America and Williamson County regarding the management and operation of the T. Don Hutto Facility pursuant to the terms and conditions set forth in an Inter-Governmental Services Agreement between ICE and Williamson County and authorize the County Judge to execute the said agreement and any other addenda relating to the agreement.

Background

Williamson County will be contracting with Corrections Corporation of America (CCA) to act as its subcontractor and CCA will thereby provide the services set forth in the proposed Intergovernmental Service Agreement on behalf of the County at the T. Don Hutto Facility.

This is a five year agreement and it contains a 90 day termination provision that provides the County with the ability to terminate the agreement for mere convenience and without cause. The County will continue to receive approximately \$15,000.00 per month from ICE and CCA will be paying the County \$6,000.00 per month for the County to maintain a liaison at the facility. The proposed agreement contains an indemnity provision whereby CCA has agreed to defend, indemnify and save harmless the County from any errors or omissions caused by CCA and/or for any breaches committed by CCA during the performance of its duties as the County's subcontractor under the Intergovernmental Services Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CCA Agreement](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 01/21/2010 11:13 AM
 Final Approval Date: 01/21/2010

**AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
CORRECTIONS CORPORATION OF AMERICA**

THIS AGREEMENT is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas and Corrections Corporation of America ("CCA"), a Maryland corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

WHEREAS, the County is a party to an Intergovernmental Service Agreement ("IGA") with the United States Bureau of Immigration and Customs Enforcement ("ICE") to house federal detainees, commencing (INSERT DATE), which is attached hereto and incorporated herein as Exhibit "A."

WHEREAS, CCA owns the T. Don Hutto Detention Facility in Taylor, Texas ("Facility") and desires to house federal detainees at the Facility;

WHEREAS, the County desires to contract with CCA to house federal detainees at the Facility pursuant to the IGA;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CCA and the County hereby agree as follows:

- 1. Federal detainees shall be placed at the Facility as directed by ICE pursuant to the IGA.**
- 2. For every federal detainee accepted into custody at the Facility, CCA shall comply with each of the terms and conditions set forth in the IGA and provide services in strict compliance with the said terms and conditions of the IGA. CCA hereby acknowledges that it has read the IGA, that it understands the terms and conditions set forth therein and that it approves same as to form and substance.**
- 3. The County will not amend, terminate or otherwise change the terms of the IGA without the advance written approval of CCA.**
- 4. CCA is not obligated to house federal detainees at the Facility if space is not available or if the acceptance of detainees would be financially impractical for CCA as determined by CCA.**
- 5. Should CCA desire to seek an increase in per diem from the federal government under the IGA, CCA shall provide all documentation necessary and appropriate to that effort, and the County shall provide all necessary and reasonable cooperation in the pursuit of the increase.**
- 6.**
 - A. CCA AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES AND OFFICERS FROM AND AGAINST EVERY PENALTY, LIABILITY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR**

RESULTING FROM CCA AND/OR ITS AGENTS, EMPLOYEES, OFFICERS OR REPRESENTATIVES ACTS AND/OR OMISSIONS IN THE PROVISION OF SERVICES AT THE FACILITY UNDER THE TERMS OF THE IGA IN PERFORMANCE OF THIS AGREEMENT. CCA FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE INCLUDING ANY ACCIDENT, INJURY OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT, ARISING OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF CCA OR ITS CONTRACTORS, LICENSEES, AGENTS, SERVANTS OR EMPLOYEES. IN THE EVENT A CLAIM IS BROUGHT AGAINST THE COUNTY FOR WHICH CCA IS RESPONSIBLE PURSUANT TO THIS PROVISION, UPON NOTICE FROM THE COUNTY CCA SHALL DEFEND THE COUNTY AGAINST SUCH CLAIM WITH COUNSEL AT CCA'S EXPENSE SUBJECT TO THE COUNTY'S APPROVAL. SUCH APPROVAL BY THE COUNTY MAY NOT BE UNREASONABLY WITHHELD. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE CCA TO DEFEND OR INDEMNIFY ANY PARTY FOR ANY CLAIMS, LAWSUITS, DAMAGES, EXPENSES, COSTS OR LOSSES ARISING FROM THE ACTS OR OMISSIONS OF THE COUNTY, ITS DEPARTMENTS, OFFICERS, AGENTS, OR EMPLOYEES. NEITHER SHALL ANYTHING HEREIN BE CONSTRUED TO REQUIRE CCA TO DEFEND OR INDEMNIFY ANY PARTY FOR ANY CLAIMS, LAWSUITS, DAMAGES, EXPENSES, COSTS OR LOSSES ARISING FROM ANY HABEAS CORPUS ACTION OR OTHER ACTION CHALLENGING THE VALIDITY OF A CONVICTION OR SENTENCE.

- B. Not more than thirty (30) days after the execution of this Agreement, CCA shall provide the County with an irrevocable letter of credit (the "Letter of Credit") in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) in favor of the County to secure CCA's performance under Section 6.A. of the Agreement. If CCA either defaults or fails to perform under Section 6.A. of the Agreement, then the County may draw against the Letter of Credit at any time thereafter to recover any damages incurred by the County as a direct result of CCA's default or failure to perform under Section 6.A. of the Agreement. It is hereby acknowledged that the amount of the Letter of Credit shall not, in any way, be considered as the maximum amount of CCA's liability under Section 6.A.
7. The County shall pay CCA the per diem fee paid to the County pursuant to the IGA. CCA agrees to submit the necessary documentation for payment as set forth in the IGA. To the extent allowed under the IGA, CCA will be the designated Payee and funds due pursuant to the IGA will be paid directly to CCA.
8. On a monthly basis, CCA shall pay the County an administrative fee of \$1.00 per day per detainee held at the Facility pursuant to this Agreement and the IGA. In addition to the \$1.00 per day per detainee administrative fee, CCA shall also pay the County Six Thousand Dollars (\$6,000.00) per month. The said additional amount will aid the County in paying the costs and expenses associated with employing a County representative to

serve as a liaison between the County, ICE and CCA related to the services to be performed under the IGA.

9. The term of this Agreement shall commence on February 1, 2010, and shall run concurrent with the term of the IGA unless terminated in writing by either party.
10. Either party hereto may terminate this Agreement for convenience and without further liability upon giving 90 calendar days written notice to the other party. In the event of termination under this paragraph, it is understood and agreed that no penalty will be assessed for such party's termination of this Agreement for convenience.
11. Either party may terminate this Agreement for cause if a breach of the Agreement by the other party remains uncured for sixty (60) days after the date of the written notice of the breach.
12. CCA shall immediately notify the County in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including, group demonstrations, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/residents resulting in injuries requiring offsite medical attention ; resident fights resulting in injuries requiring offsite medical attention; fires resulting in structural damage or that require evacuation of the Facility; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
13. The failure of performance of any of the terms and conditions of the Agreement resulting from acts of God, war, civil insurrection or riot shall not be a breach.
14. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including but not limited to, detainees held pursuant to the IGA.
15. Each party to the Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
16. The Exhibit referred to in this Agreement is incorporated by reference as if set forth verbatim herein.
17. Each party to this Agreement shall comply with all applicable 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 wage statutes, federal and state licensing laws and regulations. When required, CCA shall furnish the County with documentation of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. All notices sent pursuant to this Agreement shall be sent certified mail, return receipt request to:

County: County Judge
Williamson County
301 S. E. Inner Loop, Ste. 109
Georgetown, TX 78626

with copy to: Williamson County Attorney
405 M.L.K. St., Box #7
Georgetown, Texas 78626

CCA: G.A. Puryear, IV
General Counsel
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

And To: Administrator
T. Don Hutto Detention Facility
101 Welch Street
P.O. Box 1063
Taylor, Texas 76574

19. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged.
20. 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 obligations 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.
21. CCA ACKNOWLEDGES AND AGREES THAT UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY THE COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO CCA; THEREFORE, ALL REFERENCES OF ANY KIND TO THE COUNTY INDEMNIFYING, HOLDING OR SAVING HARMLESS ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO CCA, FOR ANY REASON WHATSOEVER ARE HEREBY DEEMED VOID AND DELETED. THE COUNTY SHALL NOT BE LIABLE TO INDEMNIFY CCA FOR DAMAGES ARISING FROM ANY ACT OF ANY THIRD PARTY.

22. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.
23. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.
24. No party to this Agreement may assign, sublet, or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
25. 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.
26. By CCA's execution herein below, CCA certifies that CCA is a Maryland corporation, duly authorized to transact and do business in the State of Texas.
27. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
28. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
29. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the 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. The 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.
30. 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 the 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 the County as to whether or not the same are available to the public. It is further understood that the County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
31. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each

party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, Williamson County Judge

Date

SHERIFF OF WILLIAMSON COUNTY, TEXAS

By: _____
Sheriff James Wilson

Date

CORRECTIONS CORPORATION OF AMERICA

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

By: Natasha K. Metcalf
Natasha Metcalf
Vice President, Customer Contracts

1/21/10
Date

**Jester Annex
Commissioners Court - Regular Session**

Date: 01/26/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 12/30/2009 10:01 AM
Final Approval Date: 12/30/2009

Discuss and take appropriate action on concrete trail work for Berry Springs Park trail extension in the amount of \$156,450.

Commissioners Court - Regular Session

Date: 01/26/2010
 Submitted By: Jim Rodgers, Parks
 Submitted For: Jim Rodgers
 Department: Parks
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on concrete trail work for Berry Springs Park trail extension in the amount of \$156,450 with annual contract provider Westar Construction.

Background

Williamson County has an annual contract with Westar Construction for Concrete Labor and Materials for \$4.00 a square foot bid and approved by the Purchasing Department. We anticipate using this annual contract for construction of the trail. Because of recent trail bids in the area the contractor agreed to construct our trail extension for \$3.50 per square foot or \$35.00 per linear foot for a 10 foot wide trail. With a length of 4,470 feet our cost is \$156,450. An attached map shows the trail location & route.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Proposed route](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 01/20/2010 03:54 PM
 Final Approval Date: 01/21/2010



Preliminary Ph2 Trail Routing Plan

BERRY SPRINGS PARK
November 16, 2009


BWM GROUP
 PLANNING / LANDSCAPE ARCHITECTURE
 1800 E. BROADWAY, SUITE 200
 HOUSTON, TEXAS 77002
 T: (281) 288-8800
 F: (281) 288-8800
 bwmgroup.com


 0' 50' 100'
 scale 1"=200'-0"


 North

Public Hearing on EPA Ambient Air Quality Standards Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on providing oral testimony to EPA at the Houston Public Hearing, February 2, at the Hilton Houston Hobby Airport, Moody Ballroom, 8181 Airport Boulevard, Houston, Texas 77061 and to provide written comments during the period ending March 22, 2010.

Background

The Environmental Protection Agency (EPA) published proposed rules in the January 19 Federal Register for revised standards for ground level ozone. Public testimony will be taken at a public hearing in Houston on February 2. Written comments must be received by March 22, 2010.

The Capitol Area Council of Governments, the Clean Air Force and Clean Air Coalition will also be preparing comments for the proposed rule. Those written comments are expected to be prepared and available for individual governmental entities to take action (in addition to comments from the organizations listed above) and prepare comments ahead of the March 22, 2010 deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Gary Boyd Started On: 01/20/2010 03:10 PM
 Final Approval Date: 01/21/2010

Indoor Recreation Facility - Taylor Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Jim Rogers
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to approve letter of intent to convey + or - 5 acres of land to the City of Taylor for an indoor recreation facility.

Background

The City of Taylor will place a \$3 million bond proposal on the May 2010 ballot for the purpose of constructing an indoor recreational facility. The facility is planned to be constructed on + or - 5 acres of land owned by Williamson County. It is the intent of the county to convey to the City of Taylor this land for the sole purpose of constructing an indoor recreational facility. This conveyance is subject to the successful passing of the bond issue. If this facility is not constructed within a (3) year period this pledge will be null and void.

Fiscal Impact

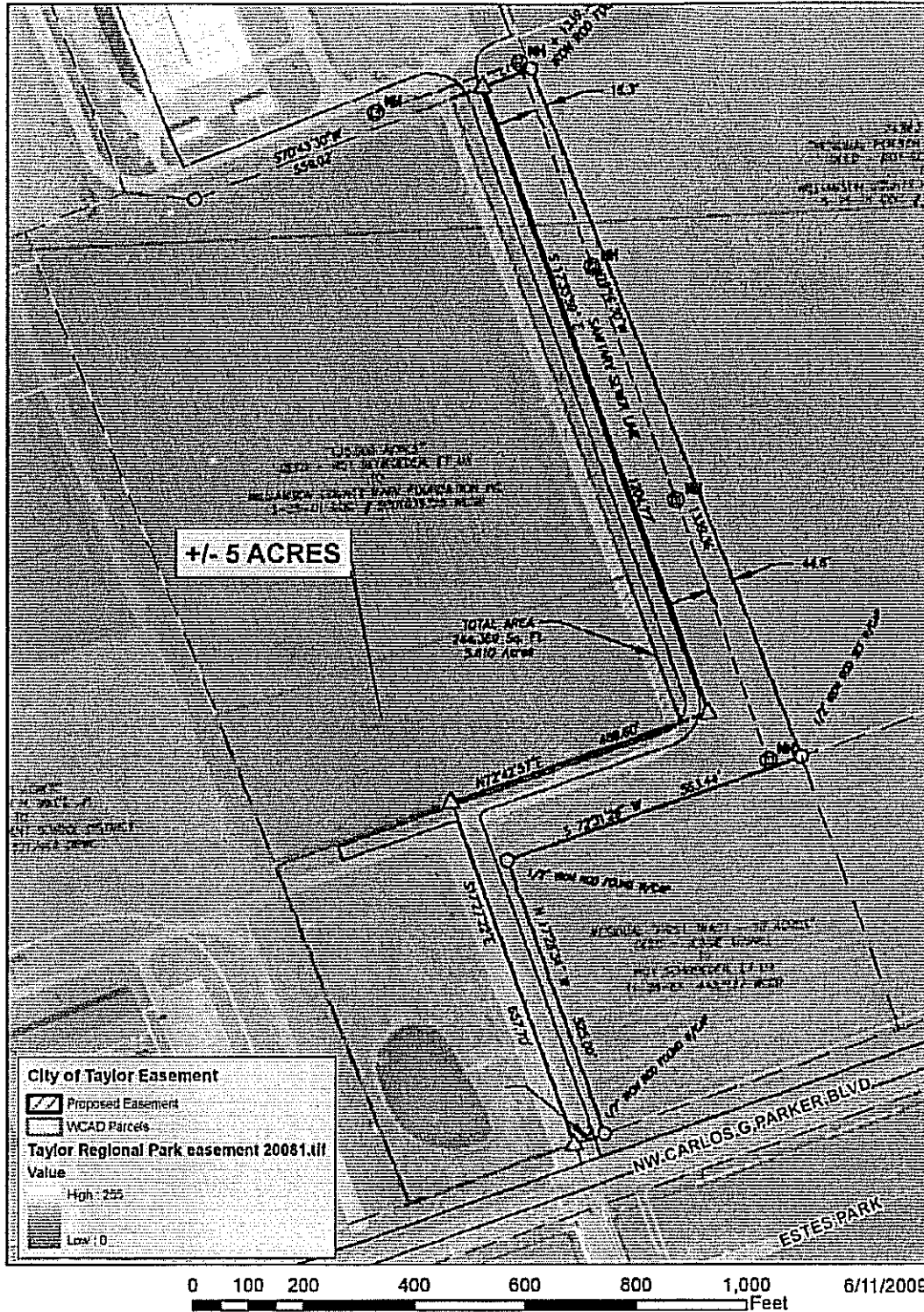
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Map](#)

Form Routing/Status

Form Started By: Linda Wipff Started On: 01/21/2010 10:59 AM
 Final Approval Date: 01/21/2010



This map is a schematic intended only for casual purposes; do not rely on the accuracy of any details without independently confirming them.



Request approval of Waiver of Penalty and Interest as requested by the Tax Assessor/Collector
Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider waiving Penalty and Interest to customer as requested by the Tax Assessor/Collector.

Background

In accordance with Section 33.011 of the Texas Property Tax Code "The Governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax is an act or omission of any officer, employee, or agent of the taxing unit of the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Waiving P & I Jan 19 10](#)

Form Routing/Status

Form Started By: Kathryn Morehouse
 Started On: 01/19/2010 08:38 AM
 Final Approval Date: 01/21/2010

Account #	NAME	P&I	Description
R407717	Pennington Station Inc.	\$488.10	Waive P & I due to WCAD error. Account was deleted and combined with R420102. We did not receive the ownership change when statements were sent.

Safeware Inc. Device Supply and Maintenance Agreement

This agreement ("Agreement") is made by and between Safeware, Inc. ("S.I.") 1107 Wonder Dr., Suite 101, Round Rock, Texas 78681 and WILLIAMSON COUNTY HAZMAT, acting by and through WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("COUNTY"), this the ___ day of _____ 2009.

1. Preliminary Statement. S.I. is engaged in the business of supplying, calibrating and maintaining portable gas detection units. COUNTY desires to engage S.I. to provide portable gas detection devices and certain services for COUNTY as described on Schedule A (collectively the "Services").

2. Services. COUNTY hereby engages S.I. to provide the Services according to the specifications set forth on Schedule A-1 (the "Specifications"). The parties may, from time to time, agree that additional services will be provided. Any additional services requested must be described in a Schedule signed by the parties and which recites by its terms that it is incorporated into this Agreement. Each Schedule will be numbered sequentially as Schedule A-1 (attached), Schedule A-2, etc. Unless expressly stated in a Schedule, the terms of a Schedule will not amend or supersede the terms of another Schedule. Reference to Schedule A in this Agreement means each Schedule which, together with this Agreement, forms a separate contract for services.

3. Proprietary Ownership. COUNTY acknowledges and agrees that Deliverables under this Agreement may contain or be created through use of software and other materials used by or useful to S.I. in its business generally, including without limitation various training methods or tools (the "S.I. Materials"). COUNTY acknowledges and agrees that all ownership rights in and to the S.I. Materials shall be the sole and exclusive proprietary property of S.I.

4. S.I. Warranties. S.I. represents and warrants to COUNTY that for a period of ninety days after the initial deployment of any portable gas detection devices, such devices shall be free of material defects in workmanship and will conform in all material respects to the functional descriptions contained in the Specifications.

5. Confidential Information. Each party agrees that it will not disclose to any person any Confidential Information of the other party, or use any Confidential Information of the other party, except as expressly provided for under this Agreement. For purposes of this Agreement, the term "Confidential Information" means all technical, business and other information of a party and its affiliates that derives economic value, actual or potential, from not being generally known to others, including, without limitation, technical or non-technical data, compilations, price and cost information, technical information, financial information, and business process'. For purposes of this Agreement, the S.I. Materials shall be deemed the Confidential Information of S.I., except to the extent made public by S.I.

6. Term; Termination.

(a) Subject to the provisions for termination hereinafter provided, this Agreement shall become effective as of the date and year first above written, and shall continue for a period of twelve (12) months, unless earlier terminated as provided below. Upon mutual agreement of the parties, this Agreement may be renewed for two (2) consecutive years.

(b) Either party shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events: (i) breach by the other party of any material term or provision of this Agreement, and if capable of cure, failure to cure within 30 days of written notice thereof by the non-breaching party; (ii) any proceeding is instituted by or against the other party under any bankruptcy or similar laws for the relief of debtors; or (iii) the appointment of any trustee or receiver for any of the other party's assets.

(c) S.I. shall have the right to terminate this Agreement immediately upon the failure of COUNTY to pay within thirty (30) days any amounts due and payable to it pursuant to the terms of this agreement as specified in "COUNTY Section 1 'Schedule A-1'".

(d) COUNTY may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to S.I. In the event of termination, it is understood and agreed that only the amounts due to S.I. for goods and/or services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for COUNTY's termination of this Agreement for convenience.

7. Limitation of Liability. In no event shall the aggregate liability of S.I. in connection with this Agreement for any and all loss, claim, damage or liability, whether in contract or in tort, or under any other theory (including, without limitation, negligence and strict liability), exceed the amount of COUNTY's actual and direct damages. UNDER NO CIRCUMSTANCES SHALL S.I. BE LIABLE FOR INJURY OR DEATH DUE TO IMPROPER OR MISUSE OF SUPPLIED EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL S.I. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY COUNTY OR ANY OTHER PARTY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Miscellaneous.

(a) Mediation. 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) 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. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys 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.

(b) Force Majeure. Neither party shall be liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments due hereunder) if such default or delay is caused, directly or indirectly by forces beyond such

party's control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, interruptions of transportation or communications, supply shortages.

(c) Independent Contractor. The parties acknowledge that the relationship of S.I. to COUNTY is that of an independent contractor, and that nothing contained in this Agreement shall be construed to place COUNTY and S.I. in the relationship of principal and agent, master and servant, partners or joint ventures. S.I. shall not have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreements in the name of COUNTY, or to obligate or bind COUNTY in any manner whatsoever.

(d) Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

(e) Headings. The headings as to contents of particular articles and sections are inserted only for convenience and are in no way to be construed as part of this Agreement.

(f) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.

(g) Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

(h) Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below their signatures. Either party may change its address or facsimile number for the purpose of this Agreement by notice in writing to the other party as provided herein.

(i) Waiver. No failure or delay on the part of any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(j) 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.

(k) Payment. 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.

(l) Right to Audit. S.I. 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 S.I. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. S.I. agrees that COUNTY shall have access during normal working hours to all necessary S.I. 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 S.I. reasonable advance notice of intended audits.

(m) Appropriation of Funds by COUNTY . COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. S.I. understands and agrees that the COUNTY 's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY , in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

(n) Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

(o) Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which will be considered an original and all of which, together, will constitute one and the same instrument.

(p) Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Safeware Inc.

Williamson County, Texas

By: _____

Name: _____

Title: _____

Remit To Address:

Safeware Inc.

P.O. Box 64465

Baltimore, MD 21264-4465

Telephone No.: 512-671-7068

Facsimile No.: 512-238-7679

E-mail Address ssummers@safewareinc.com

Date: _____

By: _____

Name: Dan A. Gattis

Title: Williamson County Judge

Address for Notice:

Williamson County Judge

Dan A. Gattis (or Successor)

710 Main Street, Suite 101

Georgetown, Texas 78626

Facsimile No.: (512) 943-1662

Date: _____

Bill To Address:

Williamson County Finance Director

Attn: Finance Director

710 Main Street, Suite 301

Georgetown, Texas 78626

Facsimile No.: _____

E-mail Address: _____

Date: _____

Schedule A-1 3- Year Maintenance Agreement

This Schedule is made pursuant to the terms of the Device Supply and Services Agreement dated _____ between COUNTY , and Safeware, Inc. ("S.I.").

The following outlines the equipment and services contemplated under this agreement by S.I. in addition to the responsibilities assigned to COUNTY under this agreement.

S.I.

1. List of Equipment to be maintained:

- (a) One (1) Qrae Plus 4-gas monitors with O2, LEL, CO and H2S; with pump
- (b) Two (2) Mini Rae 2000 pid With 10.6 lamp
- (c) One (1) Multi-Rae + 4 gas monitor with pid (sensors to include CO,CL2, LeL,O2,10.6 pid with pump),
- (d) One (1) Multi-Rae + 4 gas monitor with pid(sensors to include CO,H2S,LeL,O2,10.6 pid with pump)
- (e) Two (2) Area-Rae monitors (sensors to include CO,Cl2,LeL,O2,10.6 pid with pump)
- (f) Two (2) area-Rae Gamma monitors(sensors to include CO,H2S,LeL,O2,10.6 pid with pump)
- (g) Seven (7) Rae-link modems
- (h) One (1)Rae colormetric pump
- (i) Two (2) Ludlum 2241rk-3

2. List of Supplied Equipment:

- (a) S.I. will provide Two(2) 58 liter cylinder of multi-gas mix per year.
- (b) Two (2) 103 liter cylinders of Isobutylene per year
- (c) One (1) 58 liter cylinder of chlorine per year
- (d) Nine (9) boxes of Rae draw tubes per year
- (e) Two (2)demand flow regulators

3. Service and Maintenance responsibilities: 'Performance Standards'

- (a) Every 30 days Air Instrumentation will come on site to a specified location to inspect clean, and calibrate the instrumentation outlined in section 1.a.
- (b) S.I. will perform repairs for damage occurring during normal usage of equipment. Any repair for damage above \$700.00, **excluding sensors**, will be considered abuse and will be the responsibility of the owner.
- (c) S.I. will maintain all service records and provide a copy of those records to COUNTY's Haz-Mat Chief or designee any time S.I. performs maintenance on any equipment covered under this Agreement.
- (d) S.I. will be responsible for any and all sensor replacement, should a sensor fail to calibrate
- (e) S.I. will provide loaner units for the items listed in S.I. (a-i) in the event of unit failure between service intervals (within 24 hours).

4. Training

- (a) Upon execution of this Agreement and within a reasonable period of time, S.I. will provide 2 hours minimum of training per shift for the equipment listed in 1a. S.I. will also provide a minimum of 2 hours of annual training per shift on the equipment for the duration of the term of the Agreement.

COUNTY

1. Monthly Fee for Equipment and Service

- (a) For a total of \$12,750.00 per Year

2. Prompt Return of monitors for calibration and service

(a) COUNTY employees will endeavor to return equipment for service in a timely manner in the supplied containers.

3. Responsibility for lost, stolen or destroyed equipment

(a) COUNTY agrees to be responsible for the replacement costs of any supplied equipment that is lost, stolen or destroyed while in its possession. **S.I. will repair or replace equipment that is damaged in the normal course of use.**

4. Prompt Return of equipment at the termination of this agreement

(a) COUNTY agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement, whether that occurs at the conclusion of the contract or under the terms in Section 7 of the agreement.

Effective Date: _____

Safeware Inc.

COUNTY

Signature

Date

Signature

Date

Print Name

Title

Print Name

Title

Redistricting

Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider exempting the solicitation of competent firms or individuals for the preparation of Redistricting Plans for Williamson County from the requirements of the competitive proposal procedure pursuant to the discretionary exemption under Texas Local Government Code Section 262.024(a)(4) as a personal or professional service.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 01/21/2010 10:23 AM
 Final Approval Date: 01/21/2010

Redistricting RFQ

Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting the date of March 8, 2010 at 2:00 p.m. in the Purchasing Department to receive Submission of Qualifications from competent firms or individuals for the preparation of Redistricting Plans for Williamson County, Request for Qualifications #109WCP905.

Background

On Dec. 1, 2009, the court discussed the process for redistricting commissioner, justice of the peace and constable precincts as a result of the 2010 census. During that meeting the court assigned Commissioner Birkman and Commissioner Morrison to head a committee regarding redistricting and to come up with an RFQ. Mary Clark has met with Commissioner Birkman and Commissioner Morrison and worked with Jonathan and Patrick in purchasing to come up with the attached RFQ. The attached RFQ has been reviewed and approved by Hal Hawes with the county attorney's office and we are asking court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [RedistrictingRFQ](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 01/21/2010 10:23 AM
 Final Approval Date: 01/21/2010



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR QUALIFICATIONS (RFQ)

Williamson County Redistricting Plan

RFQ NUMBER: 109WCP905

SUBMISSION OF QUALIFICATIONS (SOQs) MUST BE RECEIVED AT OR
BEFORE: **March 8th, 2010 – 2:00 PM**

SOQs WILL BE PUBLICLY OPENED: **March 8th, 2010 – 2:00 PM**

SUBMISSION OF QUALIFICAITONS

DEADLINE: SOQs must be received in the Williamson County Purchasing Department **at or before Wednesday, March 8, 2010 at 2:00 PM.** SOQs will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department.

METHODS: SOQs may be hand-delivered or mailed to the *Williamson County Inner Loop Annex, Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626.*

LOCATION DIRECTIONS: Please see page 16 of this document for a map and directions to the Williamson County Inner Loop Annex.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

SOQs REQUIREMENTS

PRE-SOQs MEETING: All vendors interested in submitting a SOQ are invited to attend the non-mandatory pre-SOQ meeting at **9:00am on Thursday, February 18th, 2010**, at the Williamson County Purchasing Department, located at the Inner Loop Annex, 301 SE Inner Loop, Suite 106, Georgetown, TX 78626.

SUBMITTAL: **One (1) original SOQ and four (4) copies** must be submitted and consist of the COMPLETED AND SIGNED SOQ Form and any other required documentation. **All copies**

must have the same attachments as the original.

SEALED: All SOQs **must** be returned in a sealed envelope with the RFQ name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires Respondent s to supply with this SOQ, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

LEGIBILITY: SOQs must be legible and of a quality that can be reproduced.

FORMS: All SOQs must be submitted on the forms provided in this RFQ. Changes to forms made by Respondent s shall disqualify their SOQ. SOQs cannot be altered or amended after submission deadline.

LATE SUBMISSIONS: SOQs received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective Respondent must affirmatively demonstrate responsibility and must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent 's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE:

No more than one award will be awarded for any item, single department or area. SOQs may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration..

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all SOQs for any or all materials and/or services covered in this request, and to waive informalities or defects in the SOQs or to accept such SOQs it shall deem to be in the best interest of Williamson County.

CONTRACT/AGREEMENT:

The chosen and successful Respondent shall be required to sign the attached agreement, which contain terms necessary to ensure compliance with the terms set forth therein and the terms set forth in this RFQ.

CONTRACT/AGREEMENT ADMINISTRATION:

Under the Contract/AGREEMENT, **Mary Clark, Executive Assistant to Commissioner, Precinct 1, (512) 733-5380,** shall be the contract/agreement administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract/agreement administrator will serve as liaison between Williamson County

Commissioners' Court and the successful Respondent .

TERM: The Initial Term of the agreement shall commence on the date of County's execution of the agreement attached below and continue for **twelve (12) months** thereafter. The Agreement may be reviewed on an annual basis and may be renewed, if necessary, at the sole discretion of the County.

CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. **Question submittals must be made via email, and are due by 5 PM CST on Thursday March 4th, 2010.** Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

TECHNICAL CONTACT:

Mary Clark, Executive Assistant
Precinct 1
400 W. Main Street, suite 216
Round Rock, TX 78664
mclarkn@wilco.org

PURCHASING CONTACT:

Jonathan Harris
Assistant Purchasing Agent
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
joharris@wilco.org

MISCELLANEOUS

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October **1, 2009 thru September 30, 2010** fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various RFQ Packages and/or RFQ Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this RFQ shall be as stated in the various RFQ packages and in the attached agreement.

PAYMENT: Payment shall be made as set forth in the attached agreement. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract/agreement
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract/agreement

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. 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>

The Williamson County Conflict of Interest Statement is located herein below. This form must be completed, signed, and submitted with your SOQs.

ETHICS: The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Respondent s shall provide with this response, all documentation required by this RFQ. Failure to provide this information may result in rejection of the SOQ.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Respondent s SOQ, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Respondent may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the terms hereof, for convenience and without cause or further liability, upon ten (10) days written notice to Respondent . In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the vendor shall be paid in accordance with the terms of the attached agreement. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this RFQ including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Respondent does not desire proprietary information in the SOQs to

be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract/agreement contemplates services that do not require worker's compensation insurance coverage. However, if it becomes

necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract/agreement will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

General Information

Williamson County is seeking to obtain a competent law or consulting firm, a team or an individual, which has experience in preparing Redistricting Plans based on the most current census data. The County is requesting SOQs from candidates interested in providing consulting services required for the development and implementation of a Williamson County redistricting plan necessitated by the 2010 census.

SOQs submittals will be reviewed and ranked by County staff. A presentation and an interview in a question/answer format may also be required to determine final selection from the firms/teams/individuals ranked highest after the initial evaluation. No oral statement of any person will modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the RFQ instructions/requirements. The staff will make its recommendation to the Williamson County Commissioners Court which will award the contract/agreement utilizing the County's standard form of agreement. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed.

Requirements

Deadline for submission – SOQs must be submitted prior to **Wednesday, March 8th, 2010 at 2:00 pm**. SOQs must be submitted to the Williamson County Purchasing Department, which is located at 301 SE Inner Loop, Suite 106, Georgetown, TX. 78628. Responses may either be mailed or hand delivered in a sealed envelope. Responses should be clearly labeled with **RFQ #10WCP905** on the front of the envelope.

Length of SOQs Response

Though there is not a page limit for SOQs responses, to save natural resources including paper, and to allow County staff to efficiently evaluate all submitted responses, Williamson County requests that responses be orderly, concise, but comprehensive in providing the requested information. Please limit additional, non-requested information.

Please provide your SOQs using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Evaluation/Selection Criteria

All responses received by the designated date and time will be evaluated based on the vendor responses to the specific criteria listed in the RFQ. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the Criteria Section.

Selection Process

Firms are advised that the selection committee, at its option, may recommend a contract/agreement strictly on the basis of the initial RFQ responses, or in addition, may have interviews with firms to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Contract/Agreement Award

A recommendation for Contract/Agreement Award will be made to the Williamson County Commissioners Court after the best offer is determined. The best offer may be determined from the initial offer or after any contract/agreement negotiations have been concluded.

Qualifications:

- Candidate(s) must have a minimum of ten (10) years experience in Redistricting;

Personnel and Staffing: The candidate should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. **There is one (1) page limitation for each biographic summary provided.**

Certifications and SOQs Submittal: This section will contain any licenses and certifications for all assigned personnel and/or staff, as required by WILLIAMSON COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, etc. **If applicable,** candidates should provide copies of their license(s), certificates, and a copy of their Professional Liability Insurance in their RFQ response.

INITIAL SCOPE OF SERVICES -PHASE I: Williamson County is requesting SOQs from experienced candidates to provide the consulting services required for the development and implementation of a redistricting plan necessitated by the 2010 census for Williamson County including, but not limited to, the following:

- a. Providing a pre-census analysis, projecting current population of the County.
- b. Soliciting information from the County on important matters affecting the redistricting plan (i.e., road mileage equalization; drawing County lines modifying voting precincts to respective city, school district, and water district lines, etc.), including obtaining public input.
- c. Preparing series of plans utilizing current (2010) census information for County to consider:
 1. Preparation of Commissioners Precincts Plans
 2. Preparation of Justices' of the Peace Precincts Plans
 3. Preparation of Constables' Precincts Plans
 4. Preparation of Election Administrations' Precincts Plans
 5. Preparation of Federal, State and local Precinct and District Boundaries
- d. Appear at Commissioners Court, or Redistricting Committee if one is chosen, meetings regarding pre-census analysis; Commissioners Court meeting regarding the approval of the redistricting plan; and public hearings, if such hearings are held, to answer any questions.
- e. Preparation of the Submission to the United States Department of Justice complying with the Federal Voting Rights Act and handle the administrative proceedings to gain Federal approval of the redistricting (pre-clearance of election changes).
- f. Full representation of the County in the event of litigation.
- g. Provide data in a format compatible with Williamson County's GIS system.

ADDITIONAL SCOPE OF WORK –PHASE II: Subsequent modifications or adjustments to initial scope of services may be required by Williamson County.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated after the ranking by the Commissioners Court of the most qualified candidates.

SELECTION PROCEDURES/EVALUATION SYSTEM: The evaluation consists of scoring responses to each of the Selection Criteria, based on a 100-point scoring system. A presentation and an interview in a question/answer format may also be required to determine final selection from the firms/teams/individuals ranked highest after the initial evaluation.

- A. Williamson County Commissioners Court and/or an Evaluation Committee (selected and/or designated by County Commissioners Court) will review, score and evaluate the written SOQs received in response to this Williamson County RFQ.
- B. After the SOQs have been reviewed, scored and evaluated, an evaluation matrix will be presented to Commissioners Court for the purposes of ranking.

Submission Documents

Respondents should include the following items in their response to this RFQ:

- a) Attachment A – “Responses to Selection Criteria”
- b) Resume(s) for the individual(s) that will be providing the requested services
- c) Signed and completed Williamson County Conflict of Interest Statement
- d) At least three (3) references where like services have been supplied by you, your firm or team
- e) Signed and completed Williamson County SOQ Form

SOQs Responses

A Respondent’s SOQ will be ranked according to the following information:

Cover Letter

Signed and dated by an authorized representative of the organization including e-mail address.

Attachment A

Please provide your responses to the following listed criteria. You should include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Please note the following:

If the information you are submitting exceeds the space provided, you may attach additional sheets. Additional sheets should be clearly marked to reference the specific numbered criteria.

Basic Qualifications (5 points)

Provide a brief profile of **you, your firm or team**, relative to size, history, personnel and areas of expertise. References to applicable awards, associations, etc. may also be included. ***(Please respond to the criteria in the provided space below)***

Ability to Perform (15 points)

Provide an overview of **you, your firm or team's** specific experience on similar Redistricting projects and provide a project schedule of all described activities. ***(Please respond to the criteria in the provided space below)***

Geographic Proximity (5 points)

Consideration will be given to where **your, your firm's or team's** main office is located and how that may, or may not, affect the timely delivery of services. ***(Please respond to the criteria in the provided space below)***

Technical Capabilities (15 points)

Provide a narrative description of **your, your firm's or team's** resources and ability to deliver services required for the project. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational backgrounds and certifications. Specify who will be the team leader and primary contact and/or work person. Identify associates who will be involved and their roles. ***(Please respond to the criteria in the provided space below)***

Performance History/References (30 points)

List a minimum of three (3) clients with Redistricting projects. The list should include:

- Name of agency/client, contact person, phone number and email address
- Year the service was provided
- Type of project and scope of services provided

(Please respond to the criteria in the provided space below)

Proposed Project Approach & Scope of Services to be Provided (30 Points)

- Provide a short narrative that conveys an understanding of the project goals and objectives.
- Demonstrate **your, your firm's or team's capabilities**, innovative approaches and/or special methodologies to accomplish the project.
- Describe and provide a systematic and methodical description of the scope of work, how it will be accomplished in a format that could be included in a consulting contract.
- Identify key personnel to be used and their areas of responsibility.
- Provide a breakdown of time and staff by work activity (Personnel identified in the SOQs must be the same personnel that will work on the project. Personnel changes after contract/agreement execution must be approved by Williamson County).

(Please respond to the criteria in the provided space below)

Compensation Information & Fees

Fee negotiations will be initiated once the top candidate is selected. If negotiations for acceptable fees are not successful, another firm will be selected and negotiations will be initiated with the second firm. The contract/agreement award will be made by the Williamson County Commissioners Court.

SOQs Format and Due Date

Open format is acceptable but please be succinct and follow the format outlined in the Qualifications section.

SOQs must be received in the Williamson County Purchasing Department **on or before 2:00 pm on Monday, March 8th, 2010**. SOQs will be publicly recognized at **2:00 pm** or soon thereafter in the Williamson County Purchasing Department located in the Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

Five (5) individually bound copies of the candidate's SOQs are required **(1 original and 4 copies)**. The response must be marked "original" or "copy". All responses must be returned in a sealed envelope with the RFQ name, number, and recognition date clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date must be clearly marked on the outside of the delivery service envelope.

Late Submissions

SOQs received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance

By submitting a response to this RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract/agreement is awarded. Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Commitment

Respondent understands and agrees that this SOQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under an agreement arising from this SOQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Advertising of Projects

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your RFQ response. Thank you in advance for your feedback.

My company/firm was made aware of the upcoming bid by:

- a. An ad in the Austin American Statesman newspaper Yes No
- b. An ad in the Williamson County Sun newspaper Yes No
- c. An email notification from the County Yes No
- d. The County Purchasing Department website Yes No
- e. County Department or Employee Yes No
- f. Plan room(s) Yes No
Name of Plan Room(s) _____

- g. Texas Comptroller, Electric State Business Daily Yes No
- h. Other: _____ Yes No

Any additional advertising suggestions?



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:
Name of Company:
Date:
Signature of person submitting form:

Notarized:

Sworn and subscribed before me by: _____ on _____ (date)

WILLIAMSON COUNTY SOQ FORM
Williamson County Redistricting Plan

RFQ NUMBER: 10WCP905

NAME OF RESPONDENT :

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFQ, Specifications, and Special Provisions for the amount(s) shown on the accompanying SOQs sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign SOQ

Date: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH SOQs

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

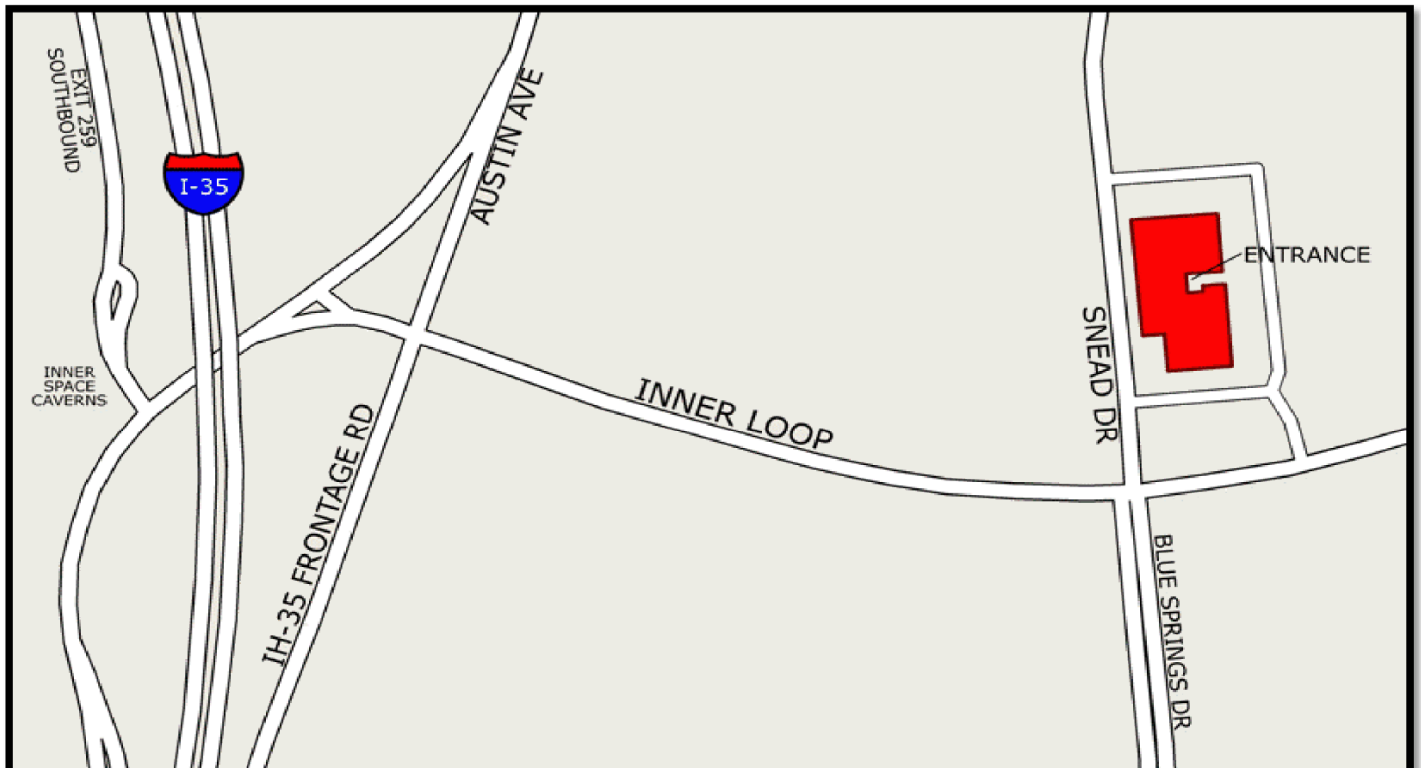
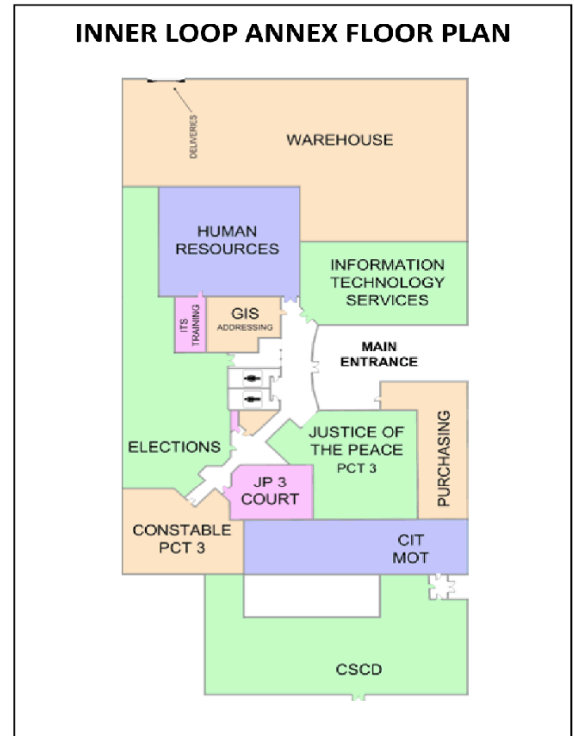
Take IH-35 Northbound
Exit 259

Stay on frontage road for approximately 2 miles
At stop sign, go right on Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound
Exit 259

At stop sign, go left under the overpass
At stop stay straight onto Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles



AGREEMENT FOR PROFESSIONAL REDISTRICTING SERVICES

THIS AGREEMENT is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a public body corporate and politic of the State of Texas, acting by and through the Williamson County Commissioners Court (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts or wards, and to conduct periodic reappointment of such area to accomplish fair representation and one-person one-vote balance; and

WHEREAS, the apportionment of the population of a political entity must comply with state and federal statutory requirements; and

WHEREAS, professional assistance from Contractor will assure that obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, professional, and efficient manner; and

WHEREAS, Contractor is qualified and prepared to provide all necessary professional services to assist County with this process; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

1.01 Contractor shall provide all necessary services to successfully complete all redistricting projects assigned by County, hereinafter referred to as "the Project," including but not limited to the following:

- A. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of County and election subdivisions of County.
- C. Obtain preliminary population data from the U.S. Census Bureau for the 2010 federal census.
- D. Provide a pre-census analysis, projecting current population of the County.
- E. Solicit information from the County on important matters affecting the redistricting plan (i.e., road mileage equalization; drawing County lines modifying voting

precincts to respective city, school district, and water district lines, etc.), including obtaining public input.

- F. Prepare series of plans utilizing current (2010) census information for County to consider:
 - 1. Preparation of Commissioners Precincts Plans
 - 2. Preparation of Justices' of the Peace Precincts Plans
 - 3. Preparation of Constables' Precincts Plans
 - 4. Preparation of Election Administrations' Precincts Plans
 - 5. Preparation of Federal, State and local Precinct and District Boundaries
- G. Prepare all necessary population and demographic analysis to evaluate existing subdivisions of County to ensure that the same meet all legal requirements under state and federal law, and provide a written report to County of all findings.
- H. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2010 census, County and Contractor will conclude this Agreement as provided in Section 2.01.B.
- I. In the event redistricting is legally required, Contractor shall, working in conjunction with County, prepare no less than three (3) alternative reapportionment plans, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2.01.C and D.
- J. Consult with County Commissioners Court or any authorized citizens advisory committee as needed by mail, telephone, email or facsimile, and conduct no fewer than three (3) appearances and/or workshops within jurisdiction under apportionment. These appearances and/or workshops will include a preliminary workshop with County Commissioners Court and not less than two (2) meetings with County Commissioners Court.
- K. Attend and participate in no less than two (2) public hearings on the proposed redistricting plans.
- L. Upon approval by the County Commissioners Court, Contractor shall prepare and file all necessary maps and other documentation to complete submission to the U.S. Department of Justice for preclearance under the Voting Rights Act.
- M. Upon receipt of preclearance from the U.S. Department of Justice, prepare and file all necessary notices, maps and documentation with the appropriate Texas officials in compliance with state law.
- N. In the event litigation is necessary regarding the proposed reapportionment, Contractor shall provide such additional legal services and/or support as the parties may contract under separate agreement.

1.02 County agrees to provide to Contractor access to all necessary records and access to personnel for this project and to fully cooperate with Contractor in this Project.

SECTION II CONTRACTOR'S COMPENSATION

2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed _____, including reimbursable expenses, if any, to be paid as follows:

- A. Initial Assessment: County shall pay Contractor an amount of _____ on or before _____, for preparing an Initial Assessment of the existing political boundaries. This account includes the cost of obtaining suitable 2010 census data.
- B. In the event the Initial Assessment indicates that existing political boundaries for County do not require redistricting under state and federal law and Contractor informs County that no legal basis exists for further reapportionment services, no additional compensation will be paid by County to Contractor beyond the Initial Assessment Fee.
- C. First Initial Installment: In the event the Initial Assessment indicates that the existing political boundaries for County are unsuitable under state and federal law, Contractor shall proceed with the reapportionment process and County shall pay to Contractor a fee for such services in the amount of _____, due to Contractor on or before _____.
- D. Second Installment: Upon Contractor's completion of the Project and approval of the preclearance submission submitted by Contractor on behalf of County by the U.S. Department of Justice, County shall pay to Contractor a final fee in the amount of _____.

2.02 All costs of publication of public meeting notices and/or mailing any notices of required under state or federal law shall be the responsibility of County. Any such costs paid by Contractor on behalf of County shall be reimbursed at cost upon presentation of invoices.

SECTION III TERMINATION

3.01 County may terminate this Agreement, without cause and for convenience, at any time by providing ten (10) calendar days written notice to the Contractor.

3.02 In the event this Agreement is terminated prior to County's payment of the First Installment, County shall pay contractor for all attorney time at a rate of _____ per hour and actually incurred costs expended after the Initial Assessment to the date of termination upon presentation of invoices documenting such time and actually incurred costs.

3.03 In the event this Agreement is terminated prior to County's payment of the Second Installment, County shall pay Contractor for all attorney time at a rate of _____ per hour and actually incurred costs expended after the Initial Assessment to the date of termination upon presentation of invoices documenting such time and actually incurred costs.

3.04 Upon receipt of such termination notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

3.05 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

3.06 Copies of all completed or partially completed designs, drawings, electronic data files, data, document and records prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement upon payment of all time and actually incurred costs by County to Contractor.

SECTION IV INSURANCE

4.01 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage, and limits of coverage. Contractor shall provide County with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation insurance within statutory limits. Substitutes to genuine Workers' Compensation will not be allowed.
- B. Commercial General Liability insurance with limits off not less than \$1 Million each occurrence and \$2 Million in the annual aggregate.
- C. Employer's liability insurance with limits of not less than \$1 Million per accident and \$2 Million in the annual Aggregate.
- D. Professional Liability insurance with limits not less than \$2 Million each claim/annual aggregate.

SECTION V NOTICE

5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the

proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.

5.02 If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

B. If to County notice must be sent to:

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

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

**SECTION VI
LIMIT OF APPROPRIATION**

6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of _____, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of _____, including reimbursable expenses, if any

**SECTION VII
SUCCESSORS AND ASSIGNS**

7.01 County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

**SECTION VIII
PUBLIC CONTRACT**

8.01 Contract with the news media shall be the sole responsibility of County.

8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

**SECTION IX
COMPLIANCE AND STANDARDS**

Contractor shall render the services hereunder in accordance with highest standards of Contractors practicing in the Austin-Round Rock-San Marcos MSA, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

**SECTION X
OWNERSHIP OF DOCUMENTS**

10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports, data and other documents prepared pursuant to this Agreement by the Contractor and his consultants (deliverables).

10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs or documents under this Agreement.

10.03 Copies of all complete or partially completed reproducible, preliminary layouts, record drawings, digital files, sketches, reports and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

SECTION XI INDEMNIFICATION

11.01 CONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF Contractor OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

11.02 CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACT, ERROR, OR OMISSION BY CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XII TERM

The Initial Term of this Agreement shall commence on the date of County's execution of hereof and continue for twelve (12) months thereafter. Prior to the termination of this Agreement, the Agreement may be reviewed and may be renewed, if necessary, at the sole discretion of the County.

XIII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV MISCELLANEOUS

13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

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

13.04 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.

13.05 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.06 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

13.07 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

13.08 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

13.10 The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

13.11 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 Contractor of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Contractor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

**SECTION XV
EXECUTION**

This Agreement shall become effective on the date executed by County.

WILLIAMSON COUNTY:

Signature

Date

Title: _____

Attest:

Signature

CONTRACTOR: _____

Signature

Date

Title: _____

Discuss Real Estate Matters Commissioners Court - Regular Session

Date: 01/26/2010
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.
 - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - g) Discuss proposed acquisition of property for proposed SH 29 project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/21/2010 09:09
AM

Final Approval Date: 01/21/2010

Consultation with Attorney pursuant to Gov't Code Sec. 551.071 Commissioners Court - Regular Session

Date: 01/26/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

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, legal aspects of contracts and other confidential attorney-client legal matters (discussion and possible action)

- Employment matter(s)

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry
 Started On: 01/21/2010 11:08 AM
 Final Approval Date: 01/21/2010