NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 30TH, 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 – 10)

5. Discuss and consider approving a line item transfer for Pct One Constable

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-551-001100	Salaries	$1,100	
To	0100-551-001107	Temp Constable Pct One	$1,100	

6. Discuss and consider approving a line item transfer for Information Technology Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

From	0100-0503-001101	P/T Salaries	265.00	
To	0100-0503-001107	Temp Labor	265.00	

7. Discuss and consider approving a line item transfer for the Tax Assessor/Collector

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-004350	Tax Office/Printed Mtls	$1200	
To	0100-0499-003901	Tax Office/Publications	$1200	

8. Consider recognizing and noting in the minutes that Commissioner Ron Morrison successfully completed the 2009 Commissioner Statutory Continuing Education requirement.

9. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer between County Departments, the sale of a 1989 Gillig Bus to Bastrop County in the amount of $1,500, and the transfer of miscellaneous items including a vehicle to auction/donation/destruction.

10. Discuss and consider abandonment right-of-way of the extension of Meadow Drive, in the North Lake Subdivision, Pct. 3.

REGULAR AGENDA

11. Discuss and take appropriate action on Proclamation declaring April 18-24, 2010 as National Crime Victims' Rights Week.

12. Consider approving proclamation for Williamson County Child Fatality Review Team and Williamson County and Cities Health District proclaiming April 1, 2010 as April Pools Day in Williamson County.

13. Hear presentation on Department of Energy (DOE) Propane grant.

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

15. Discuss and consider approving K Friese & Associates, Inc. Professional Service Agreement (PSA) for the CR 101 (US 79 to Chandler Rd.) Road Bond Project.

16. Discuss and consider approving Bury+Partners, Inc. Professional Service Agreement (PSA) for the CR 119/CR 100 (US 79 to Chandler Rd.) Road Bond Program project.

17. Discuss and consider approving HNTB Corporation Supplemental #4 to their on-call project specific Professional Service Agreement (PSA).

18. Consider authorizing County Judge to execute a Real Estate Contract with Rick Risley for right-of-way needed on RM 2338. (P21)

19. Consider authorizing County Judge to execute a Real Estate Contract with John D. Austin and Rachel D. Austin for right-of-way needed on US 183. (P2)

20. Consider authorizing 2006 Road Bond transfer request per recommendation of Mike Weaver, Road Bond Manager: transfer $1,800,000 from P175 (Chandler 3A/3B) split evenly in the amont of $900,000.00 to each project P214 (CR 119) and P216 (CR 110).

21. Consider authorizing project transfer request for 2006 Road Bond per recommended by Mike Weaver, Road Bond Manager of the following projects: Right of Way (P180) transfer $3,280,027.11 to Westinghouse Road (P157) $7,840.35, CR 214 (P169) $86,909.90, SH 195 (P149) $1,588,409.28, SH 29 Safety Improvements (P217) $1,460,028.33, Williams Drive (P183) $2,000.00, CR 104 Phase II (P210) $68,206.80. and CR 138 (P179) $66,632.45.

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

23. Consider amending agreement with Mr. Clifton Kotrla on Agricultural Lease Land Located East of Jonah, TX (Byers' Tract).

24. To discuss and consider approving the JABG grant resolution for the Community Mentoring Program under the Governor's Office/Criminal Justice Division for the Juvenile Services Department

25. Discuss and take appropriate action to award a contract for "Health and Welfare Benefits Broker/Consultant Services for Williamson County".

26. Discuss and take appropriate action regarding the Union Pacific Railroad Company Delaware and Williamson County. Williamson County has requested that the Union Pacific Railroad Company Delaware conduct preliminary engineering services, develop costs estimates and review preliminary layouts in connection with the project, Tradesman Park.

27. Discuss and take appropriate action to authorize the destruction/disposal of personal property located at 117 Doak Street in Taylor Texas if said property is unable to be sold by using the competitive bid process or otherwise donate the property to a charitable organization located in Williamson County, as undertaking to sell the property would likely result in no bids or a bid price that is less than the county’s expenses required for the bid process

28. To select public members for the salary grievance committee, in accordance with Section 152.014-015 of the Local Government Code.

29. Request approval for the GIS and 911 Addressing staff to collect a fee from the general public for GIS data, maps and plats. The fee schedule is attached for review and consideration.

30. Discuss and take appropriate action on letter agreement with TexHealth Central Texas, Inc.

31. Discuss and take appropriate action on sub recipient agreement with the Texas Railroad Commission for participation in a DOE grant.

32. Discuss and take appropriate action to amend the CAMPO Joint Powers Agreement regarding the composition of the CAMPO Policy Board.

33. Discuss and take appropriate action on interlocal agreement between Williamson County and the Williamson County Emergency Services District No. 4 for establishing EMS ambulance housing at Williamson County Emergency Services District No. 4.

34. Discuss and take appropriate action on interlocal agreement for law enforcement services between Williamson County, Texas and Williamson-Travis Counties Municipal Utility District No. 1.

35. Consider re-awarding existing contract for Food Services for Williamson County Jail with Aramark Corporation for period April 01, 2010 through March 31, 2011.

36. Consider re-awarding existing contract for the coinless telephone system for the Williamson County Jail to Securus Technologies, Inc. for the period beginning April 01, 2010 through March 31, 2010.

37. Consider awarding proposals received for RFP# 09WCP817, Public Safety Technology Program for CAD, MDCS/AVL, LERMS/FBR and FRMS Data Consolidation, to the best proposers meeting specifications, SunGard Public Sector, Inc. (primary vendor) and 3rd party suppliers Stratus Technologies, and Public Safety Corporation.

38. Consider authorizing advertising and setting date of April 20, 2010 at 2:00pm in the Purchasing Department to receive bids for HD-5 PROPANE MOTOR FUEL FOR WILLIAMSON COUNTY FLEET SERVICES, bid number 10WC808.

39. Consider authorizing advertising and setting date of April 21, 2010 at 11:00am in the Purchasing Department to receive bids for HAZARDOUS MATERIALS RESPONSE UNIT TRAILER, bid number 10WC806.

40. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Indigent Healthcare:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0630.000346	Transfer to UPL	$155,644.00	01
	0100.0630.004905	Payment for Indigents	$4,284,140.00	02

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)."

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

1) Proposed or potential purchase or lease of property by the County

• Possible purchase of property for County facility or facilities location

2) Proposed or potential purchase, lease or exchange of County-owned property

• Possible sale of County real property

42. 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 O'Connor Boulevard and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

f) Discuss proposed acquisition of property for proposed SH 29 project.

g) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

h) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

i) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

j) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

k) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

43. 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 and/or other confidential attorney-client matters, including contracts (discussion and possible action)

__ Status Update-Pending Cases or Claims

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

* Individual employees' compensation in relation to the adopted salary/new hire and promotion policies.

45. Discuss and take appropriate action on real estate.

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

47. Discuss and take appropriate action on personnel matters.

48. 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 _____, 2010 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

LIT
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Mike Turek, Constable Pct. #1
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Pct One Constable

Background

This line item transfer is necessary to fill a temporary clerical position while backgrounds are being completed on new hire applicants

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-551-001100	Salaries	$1,100	
To	0100-551-001107	Temp Constable Pct One	$1,100	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	03/23/2010 03:15 PM	APRV
4	Budget	Ashlie Koenig	03/25/2010 06:51 AM	APRV

Form Started By: Mike Turek — Started On: 03/23/2010 07:35 AM

Final Approval Date: 03/25/2010

Discuss and consider approving a line item transfer for Information Technology Services

Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Tammy McCulley, Information Technology
Department: Information Technology
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Information Technology Services

Background

To move money into the correct part-time line item to coincide with set up in Oracle.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-001101	P/T Salaries	265.00	
To	0100-0503-001107	Temp Labor	265.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	03/25/2010 08:52 AM	APRV
4	Budget	Wendy Coco	03/26/2010 01:13 PM	APRV

Form Started By: Tammy McCulley — Started On: 03/24/2010 02:40 PM

Final Approval Date: 03/26/2010

Line item transfer
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Tax Assessor/Collector

Background

Publications used in the Motor Vehicle office and annexes are ordered bi-yearly and have been in the budget 4350 - printed forms, books, and binders for many years. We were instructed from the auditors office to move the items to 3901 - publications. Consequently the 3901 line items is short of funds. Requesting $1200.00 be transferred to 3901 to cover the cost of the publications.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-004350	Tax Office/Printed Mtls	$1200	
To	0100-0499-003901	Tax Office/Publications	$1200	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	03/03/2010 03:51 PM	APRV
4	Budget	Ashlie Koenig	03/25/2010 06:50 AM	APRV

Form Started By: Kathryn Morehouse — Started On: 03/03/2010 11:42 AM

Final Approval Date: 03/25/2010

2009 Continuing Education Certificate for Commissioner Ron Morrison
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Consent

Information

Agenda Item

Consider recognizing and noting in the minutes that Commissioner Ron Morrison successfully completed the 2009 Commissioner Statutory Continuing Education requirement.

Background

See Statute: Section 81.0025 Continuing Education, Texas Local Government Code.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CE 2009 Certificate

Link: CE 2009 Transcript

Form Routing/Status

Form Started By: Linda Wipff
Started On: 03/18/2010 12:09 PM
Final Approval Date: 03/18/2010

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Ron Morrison

Williamson County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2009

Richard Cortese, Chairman
Commissioners Education Committee

Ray Meadows, President
County Judges and Commissioners
Association of Texas

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/ 2009- 12/31/2009

Honorable Ron Morrison
Williamson County Commissioner, Pct.4
350 Exchange Blvd Ste 100
Hutto, TX 78634-5556

Phone: (512) 238-2111
Fax:

Term:
1/1/2007 - 12/31/2010

Last 4 digits of SSN

01/01/2009	Excess hours carried from prior period	8.00
06/18/2009	CUC Legislative Update Series	1.50
10/08/2009	CJCA State Conference	11.00
10/08/2009	CUC Education Luncheon on Legislative Issues	1.00
11/20/2009	CUC Riverwalk Conference	11.00

Total Hours Earned: 32.50

You have met your 2009 Commissioner Statutory Continuing Education requirement.

You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

If this report does not agree with your records, please call Mary Manning at (512) 482-0701 or (800) 733-0699.

Consent Agenda
Commissioners Court - Regular Session

Date: 03/30/2010
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 between County Departments, the sale of a 1989 Gillig Bus to Bastrop County in the amount of $1,500, and the transfer of miscellaneous items including a vehicle to auction/donation/destruction.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Asset Transfers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	03/24/2010 02:12 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	03/25/2010 08:52 AM	APRV

Form Started By: Ursula Stone
Started On: 03/24/2010 01:07 PM

Final Approval Date: 03/25/2010

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

( ) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

(•) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Dimension 4700PC	HYV5V61	&	working
~~2~~	~~monitors~~			
1	Box monitor dust covers			
1	Dell Dimension V400	1HH9G		working

Parties involved:

FROM (Transferor Department): Juvenile

Transferor - Elected Official/Department Head/ Authorized Staff:

Kelsey Murray
Print Name

Signature

3/22/2010
Date

Contact Person:

Kelsey Murray
Print Name

943-3200
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County
Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

15GCB0910K1082966		541		GT8990
Vehicle Identification Number		Department		Door Number
871169	1989	GILLIG	35/102TB/6V92T	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach:
1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☐ High Mileage: List actual mileage _____

☒ Not mechanically sound UNIT HAS EXCEEDED ITS USEFUL LIFE EXPECTANCY

☒ Other: Explain REPLACEMENT UNIT HAS BEEN RECIEVED

3) Elected Official/Department Head/Authorized Staff

Print JARRED THOMAS Signature _____ Date 03-12-10

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

- ○ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ○ TRADE-IN for new assets of same general type for the county
- ◉ SALE to a government entity / civil or charitable organization in the county at fair market value
  Sale to Bastrop County for $1,500.00
- ○ OTHER _____
- ○ TRANSFER between county departments

Comments: _____

Receiving Department: _____

Elected Official/Department Head/Authorized Staff or Donee Representative:

Print Name: _____

Signature and Date: _____

Contact name and Number: _____

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☐ Forward forms and reports to County Auditor's Office

Print Ronny Rodriguez for Mike Fox Signature _____ Date 3-16-10

Williamson County
Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1GNEC13Z12J256035	554-Constable Pct 4	5408
Vehicle Identification Number	Department	Door Number

1082309	2002	Chevrolet	Tahoe	Blue
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 127,000

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Mark Birchard Signature [signature] Date 03/15/2010

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

- ◉ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ OTHER _____
- ○ TRANSFER between county departments

Comments:

Receiving Department:

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature and Date:

Contact name and Number:

RECEIVED
MAR 19 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) ☐ Vehicle Marked for Auction and moved to Auction Yard
☐ Forward forms and reports to County Auditor's Office

Print Randy Rodgers for Mike Fox Signature [signature] Date 3-16-10

FrmAudASCF02 revision 8/19/08

Williamson County

Print Form

Asset Status Change Form

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

- ○ **TRANSFER** bet ween county departments
- ○ **TRADE-IN** for new assets for the county
- ◉ **SALE** at the earliest auction
- ○ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	printer	HP deskjet 6127 MY479E3B0NQ		Working
1	printer	HP deskjet 990c SG97K1H1DQ		Working
1	flat bed scanner	HP ScanJet 5590 CN4HWS40FD		Working

Parties involved:

FROM (Transferor Department): Commissioner Pct. One

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Mary Clark
Signature

Date February 1, 2010

Contact Person:

Mary Clark
Print Name

+1 (512) 733-5380
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.)

Tammy McCulley
Print Name

Signature

Date February 1, 2010

Contact Person:

Tammy McCulley
Print Name

+1 (512) 943-1455
Phone Number

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

(● TRANSFER bet ween county departments ○ TRADE-IN for new assets of similar type for the county ○ DESTRUCTION due to Public Health / Safety

○ SALE at the earliest auction * ○ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Green formica-topped metal desk		unknown	Working

Parties involved:

FROM (Transferor Department): Veteran Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Donna Harrell, Director
Print Name

Donna Harrell
Signature

Date

Contact Person:

Print Name

Phone Number

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

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

Tony Hill
Print Name

Signature

3-16-10
Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

This Change Status was approved as agenda Item # _____ In Commissioner's Court on _____

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

FrmAudASCF01 revision 8/24/09

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	Dell 8200 PC	798D711	C37	Working
1	Dell 4550 PC	999B821	C160	Working
1	Dell 4550 PC	979B821	C56	Working
1	Dell 4550 PC	B69B821	C159	Working
1	Dell 4550 PC	J59B821	C262	Working

Parties involved:

FROM (Transferor Department): Juvenile

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

Kelly Murray

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

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	Dell Dimension 4550 PC	649B821	C33	working
1	Dell 4550 PC	D79B821	C183	working
1	Dell 4550 PC	499B821	C155	working
1	Dell 4550 PC	379B821	C163	working
1	Dell 4550 PC	1B9B821	C168	working

Parties involved:

FROM (Transferor Department): Juvenile

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

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	Dell Dimension V400 PC	1G3UQ	C153	Working
1	Dell Optiplex GX520 PC	JDC1K91	C1088	working
17	CRT Monitors			Working
2	Boxes assorted speakers, mice, keyboards			working
1	Box of assorted software			

Parties involved:

FROM (Transferor Department): Juvenile

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Robyn Murray

Contact Person:

Print Name

Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

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FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell XFR D630 Laptop	J8R4HH1		Working

Parties involved:

FROM (Transferor Department): Mobile Outreach Team

Transferor - Elected Official/Department Head/ Authorized Staff:

Annie Burwell
Print Name

Annie Burwell
Signature

Date

Contact Person:

Jeanne Williby
Print Name

943-3588
Phone Number

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

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

Jarred Thomas
Print Name

Signature

7-18-10
Date

Contact Person:

Jarred Thomas
Print Name

943-3747
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 _____

ROW abandonment of the extension of Meadow Drive
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider abandonment right-of-way of the extension of Meadow Drive, in the North Lake Subdivision, Pct. 3.

Background

This abandonment of right-of-way is between Lot 3, Block 2 and Lot 17, Block 1 in the North Lake Subdivision, Section E. The ROW has been under fence continuously for twenty years and property owners on both sides have consented to the abandonment.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Projects Meadow Drive

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 03/23/2010 07:32 AM
Final Approval Date: 03/24/2010

Valerie Covey
County Commissioner Precinct 3
Williamson County, Texas
CC: Joe England, Williamson County Road and Bridge Department

Commissioner Covey

My neighbor and I request the abandonment of a right of way between our properties.

Location:
Subdivision – North Lake, Section E
Survey Name – Fredrick Foy Survey, Abstract 229

This Right of Way shows on plat between Lot 3, Block 2 and Lot 17, Block 1.
This Right of Way would have been an extension of Meadow Drive.

This Right of Way is eligible for abandonment by the statute within the Texas Transportation code (i.e., a County Road under fence continuously for twenty years). This in turn would give one-half of Right Of Way to adjoining owners.

Please consider this before the court and issue an Abandonment Order.

Owner of Lot 17, Block 1

Salomon De Paz — 3-17-10
Salomon De Paz — Date
Phone # 512-869-3195

Maria Nelida Benitez — 3-17-10
Maria Nelida Benitez De Paz — Date

Owner of Lot 3, Block 2

Brian J. Parker - President — 3-17-10
Austin Coatings, Inc. — Date
Brian L Parker, President
Phone # 512-748-3696

National Crime Victims Rights' Week
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Peggy Braun, Sheriff
Submitted For: Peggy Braun
Department: Sheriff
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Proclamation declaring April 18-24, 2010 as National Crime Victims' Rights Week.

Background

Attached Proclamation

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Proclamation

Form Routing/Status

Form Started By: Peggy Braun — Started On: 03/24/2010 07:11 AM
Final Approval Date: 03/24/2010

State of Texas
County of Williamson
Know all men by these presents:

Proclamation

WHEREAS, National Crime Victims' Rights Week, April 18 – April 24, 2010, serves as a call for action – an urgent summons for *fairness, dignity* and *respect* for all victims of crime; and

WHEREAS, crime victims play an indispensable role in bringing offenders to justice; and

WHEREAS, as we carry crime victims' rights into 2010 and beyond, we must strive to create a nation where the legal rights of victims are honored; and

WHEREAS, during National Crime Victims' Rights Week, we recognize the advocates, counselors, and others who assist victims in their time of need and the law enforcement personnel who work to bring offenders to justice; and

WHEREAS, The Williamson County Commissioners Court is joining forces with victim service programs, criminal justice officials, and concerned citizens throughout Williamson County and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week;

Now, therefore, I, Dan Gattis, as County Judge, do hereby proclaim the week of

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And reaffirm Williamson County's commitment to respect and enforce victim's rights and address their needs during Crime Victims' Rights Week and throughout the year; and

Express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

_____
Dan Gattis, County Judge

_____
Date

April Pools Day Proclamation
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Jessica Schmidt, J.P. Pct. #4
Submitted For: Jessica Schmidt
Department: J.P. Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving proclamation for Williamson County Child Fatality Review Team and Williamson County and Cities Health District proclaiming April 1, 2010 as April Pools Day in Williamson County.

Background

The main purpose of April Pools Day is to educate the public on drowning prevention and related water safety issues. In edition to educating the public on drowning prevention, April Pools Day promotes water safety in the way of preventing water-borne illnesses such as Cryptosporidiosis, Norovirus and Shigellosis. These water-borne illnesses are very common in Williamson County and are difficult to eliminate. In 2005 and 2006, the incidence of Cryptosporidiosis in Williamson County was much higher than in Texas and the United States. April Pools Day has the potential to benefit everyone in Williamson County. David Bastis, Epidemiologist, has short presentation on Cryptosposidiosis which is one of the most common causes of water-borne illnesses and is very resistant to disinfectants.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: April Pools Day Proclamation 2010

Form Routing/Status

Form Started By: Jessica Schmidt — Started On: 03/10/2010 05:31 PM

Final Approval Date: 03/11/2010

PROCLAMATION

APRIL POOLS DAY

April 1, 2010

WHEREAS, Every child and adult deserves to be educated on basic water safety – including drowning prevention – to keep them in good health and to ensure a healthy future;

WHEREAS, Drownings are the leading cause of injury death in children ages 1 to 4;

WHEREAS, Nonfatal drownings occur at a higher rate and can cause long-term disabilities including permanent loss of basic functioning;

WHEREAS, Williamson County Child Fatality Review Team and Williamson County and Cities Health District are committed to protecting Williamson County's residents by promoting basic water safety and drowning prevention;

WHEREAS, Now is the time for the people of Williamson County to come together as a community to educate ourselves on water safety and pledge our commitment to ensuring the safety of ourselves, our families, and our community.

NOW, THEREFORE, the Commissioner's Court of Williamson County does hereby proclaim April 1, 2010 as

April Pools Day

PROCLAIMED this the ___ day of March, 2010.

_____
Dan Gattis, County Judge

_____
Lisa Birkman, Commissioner, Precinct One

_____
Cynthia Long, Commissioner, Precinct Two

_____
Valerie Covey, Commissioner, Precinct Three

_____
Ron Morrison, Commissioner, Precinct Four

ATTEST:

_____
[Name], [Title]

DOE Grant Update
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on Department of Energy (DOE) Propane grant.

Background

Williamson County was awarded $611,600.00 through a DOE Energy Efficiency and Conservation Block Grant. The amount was allocated through program formulas using 2007 U. S. Census population figures. The grant application approved by the Commissioners Court includes energy lighting efficiency upgrades in the amount of $181,085; $261,075 for five propane infrastructure sites; and $166,440 for the incremental costs associated with propane fleet vehicles and two Park Department Bobcats. In addition, the County was allowed $3,000.00 pre-award costs for development of an Energy Efficiency and Conservation Strategy that was required in the grant.

The buildings approved for lighting upgrades include $63,370.86 for the Justice Center Parking Garage; $63,398.21 for the Jail; $39,316.37 for the Central Texas Treatment Center; and $15,000 for the gym at the Juvenile Justice Center. The grant assistance agreement was received on December 14, 2009.

Propane infrastructure sites are to be located at County sites in Granger, Florence, Taylor, Georgetown (Central), and West Side (Leander, Cedar park or Liberty Hill). An additional propane infrastructure site will be placed at the new Round Rock Annex, but this is through participation in the Texas Railroad Commissions grant as a sub recipient.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy
Started On: 03/22/2010 12:31 PM
Final Approval Date: 03/23/2010

CR 101 PSA - K Friese & Associates
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving K Friese & Associates, Inc. Professional Service Agreement (PSA) for the CR 101 (US 79 to Chandler Rd.) Road Bond Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: CR 101 PSA - K Friese

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	03/22/2010 09:59 AM	APRV
2	Jim Gilger	Jim Gilger	03/23/2010 06:52 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	03/23/2010 07:24 AM	APRV

Form Started By: Marie Walters — Started On: 03/22/2010 09:39 AM

Final Approval Date: 03/23/2010

Contract No. CR 101 (US 79 to Chandler Rd.)

RECEIVED
MAR 15 2010
BY: PSI

Checklist

Prior to Initiation of Work

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

Course of Work

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

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, ***County*** proposes to construct a 3.6-mile roadway widening project for County Road 101:

WHEREAS, ***County*** desires to obtain professional services for engineering design, plans, specifications and estimates (***the "Project"***);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

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

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

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

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

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

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

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

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

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

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

Section III
Fee schedule

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

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

Section IV
Period of Service

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

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by ***Engineer*** of ***County's*** written Work Authorization and in accordance with the production timeline included in the Scope of Services.

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

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

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, ***Engineer*** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

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

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

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

Section V
Coordination with the County

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

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

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

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

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

Section VI
Review of Work Product

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

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

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

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

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

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

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

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

Section VII
Revision to Work Product

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

Section VIII
Engineer's Responsibility and Liability

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

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

C. Acceptance and approval of the final plans by ***County*** shall not release ***Engineer*** of any

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

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

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

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

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

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

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

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

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

Section IX
Ownership of Documents

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

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

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

Section X
Maintenance of and Right of Access to Records

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

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

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years

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

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

Section XI
Miscellaneous

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

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

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

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

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

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

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or

consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: K Friese & Associates, Inc.
Karen Friese, P.E. – President
1120 S. Capital of Texas Hwy.
The Setting II, Suite 100
Austin, Texas 78746

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

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

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

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

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____
_____
_____

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

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

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

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

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

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

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

Engineer's performance of work under this Agreement.

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

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

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

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

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

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

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

T. ***Interest and Late Payments. County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent

(1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

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

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

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

EXECUTED this_____ day of _____, 2010.

THE ENGINEER:

K Friese & Asssociates

BY:_____

Printed Name:_Karen A. Friese, P.E._____

Title:____President_____

WILLIAMSON COUNTY:

BY:_____

_____

Williamson County Judge

Reviewed as to Form By: _____

Assistant County Attorney

Funds Verified By: _____

County Contract Auditor

OK
MM 3/18/010

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of **$742,583.46**.

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

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

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The ***Engineer*** shall promptly notify the ***County*** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ***Engineer*** from costs or liabilities resulting from delays in completion of

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

SECTION 4 - ADDITIONAL SERVICES

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

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

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is **$900,000.00**, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

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

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

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

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

EXHIBIT II

HOURLY RATES

1. Principal.....	$185.00
2. Project Manager.....	$178.00
3. Senior Engineer.....	$178.00
4. Project Engineer	$128.00
5. EIT.....	$ 81.00
6. Sr. Engineering Technician.....	$ 91.00
7. Engineering Technician.....	$ 83.00
8. CADD Technician.....	$52.00
9. Administration/Clerical.....	$64.00

OK
3/18/2010

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

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

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

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

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

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

D. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000 .

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

Exhibit A – Services to be provided by County

The ***County*** will provide the following services:

I. Environmental Documentation – The County will be responsible for obtaining required Environmental Approval for construction; tasks will include:

A. USACE Jurisdictional Waters Delineation
B. Archaeological Investigations
C. Phase I Environmental Site Assessment
D. Threatened and Endangered Species Assessment

II. Pavement Thickness Recommendation – The County will provide KFA with a pavement design recommendation.

Exhibit B – Services to be provided by the Engineer

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

COUNTY ROAD 101

Project Limits: From SH 79 to Chandler Road

Proposed Action: Develop Plans, Specifications and Estimates for the widening of the existing CR 101. County Road 101 will ultimately be a four lane undivided rural facility. The interim facility will be a two lane undivided facility with shoulders. The proposed ROW will be 100'.

Scope of Services: This project will be a Williamson County road. All design work will be completed according to the requirements outlined in the latest version of the Williamson County design manual. This project shall be developed with TxDOT 2004 Standard Specifications. Services will include:

I. Project Management – During the course of the project, the Engineer will maintain communication with the County, the County's GEC, Utility companies (in order to assist with relocation efforts), and other agencies as necessary to ensure that project progress is maintained. Project management will also be necessary to ensure that the multi-discipline team is responsive to any changes in scope or process while maintaining project schedule and budget. As part of the Project Management, Quality Assurance/Quality Control will be performed on geometrics, drainage, cross sections, miscellaneous elements as well as the Project Manual. In addition, all required permits will be secured.

II. Construction Plans – Design tasks will include the tasks detailed in this scope of services for the development the Plans, Specifications and Estimates (PS&E) generally following Williamson County and or TxDOT standards for the referenced project including:

A. Overall Sheets
    1. Title Sheet
    2. Index of Sheets
    3. General Notes
    4. Summaries
    5. Project Layouts
    6. Survey Data
    7. Horizontal Alignment Data
    8. Table of Cross-Slopes
    9. Ditch Grade Summary

B. Traffic Control Sheets
    1. Traffic Control Notes and Construction Sequence
    2. Traffic Control Plans
    3. Traffic Control Standards and Details

C. Roadway Sheets
    1. Existing Typical Sections
    2. Proposed Typical Sections

3. Plan and Profiles
4. Intersection Layouts
5. Driveway Plan and Profiles
6. Driveway Details
7. Roadway Standards and Details
8. Cross Section Design (utilities included in cross sections)

D. Bridge Sheets
1. Bridge Layout Sheets
2. Structural Rating for Existing Little Mustang Creek Bridge
3. Bridge Geometry Sheets
4. Estimated Quantities and Bearing Seat Elevations
5. Bridge Scour Sheets
6. Abutment Sheets
7. Wingwall Stabilization Anchor and Details
8. Bridge Interior Bent Sheets
9. Bridge Span Sheets
10. Misc Slab Details
11. Foundation Design
12. Bridge Misc Details

E. Drainage Sheets
1. Overall Drainage Area Map
2. Ditch Drainage Area Maps
3. Hydrology Data Sheets
4. Bridge Hydraulic Calculations
5. Drainage Standards and Details

F. Traffic Sheets
1. Signing and Marking Layout Sheets
2. Sign Details
3. Future signal conduit sheets

G. Erosion Control Sheets
1. Storm Water Pollution Prevention Plan (SWPPP)
2. Erosion Control Plans
3. Erosion Control Standards and Details

H. Utility Sheets
1. Existing and proposed utility layouts

- All work will be prepared in English units
- Copies of all electronic files will be submitted to the county at the conclusion of the PS&E Development

III. Miscellaneous Services - tasks will include the tasks detailed in this scope of services for additional services including:

A. Project Manual Development
B. Drainage Report
C. FEMA Conditional Letter of Map Revision (CLOMR)
D. Construction Cost Estimate
E. Bidding / Letting services
F. Permitting – Preparation and submittal of TxDOT permit for U.S. Hwy 79 intersection and Williamson County and Cities Health District (WCCHD) Floodplain Development Permit

IV. Surveying – Surveying Tasks will include:

A. Design Survey
B. Right of Way Surveys (estimated 42 ROW tracts) and Parcel Maps

V. Geotechnical Investigations/Engineer – Geotechnical Investigations/Engineering Tasks will include:

A. Geotechnical Soil Borings for Bridge Design
B. Laboratory Investigation
C. Geotechnical Report
D. Geotechnical Engineering for Bridge Design

Subcontracted Tasks – Several tasks will be subcontracted in part or in whole. All subcontracted work will comply with the requirements outlined in this Scope of Services. Subcontracted tasks include:

- Environmental Documentation
- Surveying
- Bridge Design
- Geotechnical investigations for bridge design

Deliverables:

All contract documents, including hard copies and electronic files shall be turned over to the County at the completion of the project. Contract Documents shall be posted on the County's Internet project management database as requested during the project development and / or at the completion of the project. Plan sheets will be 11"X17".

All submittals will include 3 hard copies and Adobe .pdf files uploaded to Project Wise. Deliverables will include 30%, 60%, 90%, and 100% (Final) submittals as detailed:

1. 30% submittal will include:
   - Title Sheet
   - Project Layout
   - Typical Sections
   - General Notes
   - Survey Data
   - Quantity Sheets

- Roadway Plan and Profile Sheets
- Drainage Area Maps
- Bridge Layout Sheets
- Bridge Typical Sections
- Preliminary drainage calculations report
- Preliminary culvert layouts
- Roll plot layout of TCP phases
- Preliminary Bridge Layout and Typical Section
- Six copies of roll plot (color) displaying Schematic Alignment and ROW information including boundaries, owner names, parcel and easement numbers, stationing, and an aerial background
- Special Provision Forms
- Geotechnical Report
- Initial Construction Time Duration
- Initial Construction Cost Estimate
- Updated Design Schedule

2. 60% submittal will include:
   - Title Sheet
   - Project Layout Sheet
   - Typical Sections
   - General Notes
   - Survey Data
   - Quantity Sheets
   - Traffic Control Plans
   - All Roadway plan / profile sheets developed
   - Bridge Sheets
   - Cross Sections
   - All drainage sheets developed
   - Final drainage report
   - FEMA CLOMR application package
   - Erosion Control sheets
   - TCP sheets
   - Signing and Striping layouts
   - List of Standards
   - Updated Design Schedule
   - Updated Special Provision Forms
   - 30% Review Comment Responses
   - Updated Drainage Report

3. 90% submittal will include:
   - Title Sheet
   - Project Layout Sheet
   - Typical Sections
   - General Notes
   - Survey Data

- Quantity Sheets
- Traffic Control Plans
- All Roadway plan / profile sheets developed
- Bridge Sheets
- All drainage sheets developed
- Final drainage report
- FEMA CLOMR application package
- Erosion Control sheets
- TCP sheets
- Signing and Striping layouts
- List of Standards
- Updated Design Schedule
- Updated Special Provision Forms
- 60% Review Comment Responses
- Updated Drainage Report
- Full set of plan sheets with quantities and Standards
- Final Cross Sections and Earthwork Calculations
- Project Manual
- Geotechnical Report with boring logs will be included in Project Manual as an appendix
- Updated construction duration
- Updated Construction Cost Estimate
- CAD Design Files (.zip)

4. 100% submittal will include:
   - All items of 90% submittal with corrections from 90% review
   - Final Construction Cost Estimate
   - Estimated construction duration

Bidding Phase services will include:

- Distribute bid packages to contractors and maintain planholders list.
- Attend pre-bid meeting and furnish construction documents to prospective bidders
- Respond to bidder's questions during the bid period
- Prepare and distribute project addenda during bid period
- Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder
- Furnish construction documents to awarded contractor
- Attend pre-construction conference

Tasks Not Included– The following tasks and items are not included:

- Rights of Entry
- Cross Sections for construction phasing
- Construction services including inspection, testing, pay estimates, etc.
- Public Meeting attendance or exhibit development
- Utility relocation design

- Environmental mitigation or remediation
- Section 106 cultural resource survey
- Traffic projections
- Traffic signal warrant studies
- Traffic signal design
- Illumination design
- Geotechnical borings for pavement design

Exhibit C – Work Schedule

Notice To Proceed:	April 1, 2010
30% Submittal	July 1, 2010
60% Submittal	October 1, 2010
90% Submittal	December 1, 2010
100% Submittal	February 1, 2011

Exhibit D – Fee Schedule

COUNTY ROAD 101
Williamson County
Exhibit D

TASK K Friese & Associates, Inc.	KFA	HDR	SAM INC	FUGRO	Total Labor Cost	Total Labor Cost
I. Project Management						$ 46,008.00
A. Project Management (12 months)	$ 31,456.00	$ 14,552.00	$ -	$ -	$ 46,008.00	
II. Construction Plans						$ 386,400.00
A.1. Title Sheet	$ 1,182.00	$ -	$ -	$ -	$ 1,182.00	
A.2. Index of Sheets	$ 854.00	$ -	$ -	$ -	$ 854.00	
A.3 General Notes	$ 7,544.00	$ -	$ -	$ -	$ 7,544.00	
A.4. Summaries	$ 18,168.00	$ -	$ -	$ -	$ 18,168.00	
A.5. Project Layouts	$ 2,696.00	$ -	$ -	$ -	$ 2,696.00	
A.6. Survey Data	$ 1,020.00	$ -	$ -	$ -	$ 1,020.00	
A.7. Horizontal Alignment Data	$ 4,288.00	$ -	$ -	$ -	$ 4,288.00	
A.8. Table of Cross-Slopes	$ 4,464.00	$ -	$ -	$ -	$ 4,464.00	
A.9. Ditch Grade Summary	$ 3,240.00	$ -	$ -	$ -	$ 3,240.00	
B.1. Traffic Control Notes and Construction Sequence	$ 1,860.00	$ -	$ -	$ -	$ 1,860.00	
B.2. Traffic Control Plans	$ 35,208.00	$ -	$ -	$ -	$ 35,208.00	
B.3. Traffic Control Standards and Details	$ 12,376.00	$ -	$ -	$ -	$ 12,376.00	
C.1. Existing Typical Sections	$ 2,328.00	$ -	$ -	$ -	$ 2,328.00	
C.2. Proposed Typical Sections	$ 6,488.00	$ -	$ -	$ -	$ 6,488.00	
C.3. Plan and Profile Sheets	$ 41,874.00	$ -	$ -	$ -	$ 41,874.00	
C.4. Intersection Layouts (2 per Sheet)	$ 7,192.00	$ -	$ -	$ -	$ 7,192.00	
C.5. Driveway Plan and Profiles (2 per sheet)	$ 27,332.00	$ -	$ -	$ -	$ 27,332.00	
C.6. Driveway Details Sheets	$ 1,894.00	$ -	$ -	$ -	$ 1,894.00	
C.7. Roadway Standards and Details	$ 9,448.00	$ -	$ -	$ -	$ 9,448.00	
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)	$ 36,512.00	$ -	$ -	$ -	$ 36,512.00	
D.1. Bridge Layouts	$ -	$ 16,208.00	$ -	$ -	$ 16,208.00	
D.2. Structural Rating for Existing Little Mustange Cr. Bridge	$ -	$ 2,000.00	$ -	$ -	$ 2,000.00	
D.3. Bridge Geometry Sheets	$ -	$ 2,388.00	$ -	$ -	$ 2,388.00	
D.4. Estimated Quantities and Bearing Seat Elevations	$ -	$ 3,448.00	$ -	$ -	$ 3,448.00	
D.5. Bridge Scour Sheets	$ 6,744.00	$ -	$ -	$ -	$ 6,744.00	
D.6. Abutment Sheets	$ -	$ 15,232.00	$ -	$ -	$ 15,232.00	
D.7. Wingwall Stabilization Anchor and Details	$ -	$ 10,392.00	$ -	$ -	$ 10,392.00	
D.8. Bridge Interior Bent Sheets	$ -	$ 10,300.00	$ -	$ -	$ 10,300.00	
D.9. Bridge Span Sheets	$ -	$ 9,512.00	$ -	$ -	$ 9,512.00	
D.10. Misc Slab Details	$ -	$ 4,374.00	$ -	$ -	$ 4,374.00	
D.11. Foundation Design	$ -	$ 3,004.00	$ -	$ -	$ 3,004.00	
D.12. Bridge Misc Details	$ -	$ 1,654.00	$ -	$ -	$ 1,654.00	
E.1. Overall Drainage Area Map	$ 4,312.00	$ -	$ -	$ -	$ 4,312.00	
E.2. Ditch Drainage Area Maps	$ 12,656.00	$ -	$ -	$ -	$ 12,656.00	
E.3. Hydrology Data Sheets	$ 7,472.00	$ -	$ -	$ -	$ 7,472.00	
E.4. Bridge Hydraulic Calculations	$ 6,808.00	$ -	$ -	$ -	$ 6,808.00	
E.5. Drainage Standards and Details	$ 4,300.00	$ -	$ -	$ -	$ 4,300.00	
F.1. Signing and Marking Layout Sheets	$ 9,704.00	$ -	$ -	$ -	$ 9,704.00	
F.2. Signing and Marking Details	$ 2,844.00	$ -	$ -	$ -	$ 2,844.00	
F.3. Future Signal Conduit Sheets	$ 2,180.00	$ -	$ -	$ -	$ 2,180.00	
G.1. Stormwater Pollution Prevention Plan (SWPPP)	$ 3,596.00	$ -	$ -	$ -	$ 3,596.00	
G.2. Erosion Control Plans	$ 12,088.00	$ -	$ -	$ -	$ 12,088.00	
G.3. Erosion Control Standards and Details	$ 2,328.00	$ -	$ -	$ -	$ 2,328.00	
H.1 Existing and Proposed Utility Layouts	$ 6,888.00	$ -	$ -	$ -	$ 6,888.00	
III. Miscellaneous Services						$ 53,920.00
A. Project Manual Development	$ 7,736.00	$ -	$ -	$ -	$ 7,736.00	
B. Drainage Report	$ 9,480.00	$ -	$ -	$ -	$ 9,480.00	
C. FEMA CLOMR	$ 10,736.00	$ -	$ -	$ -	$ 10,736.00	
D. Construction Cost Estimate	$ 8,568.00	$ 2,672.00	$ -	$ -	$ 11,240.00	
E. Bidding/Letting Services	$ 11,496.00	$ -	$ -	$ -	$ 11,496.00	
F. Permitting (TxDOT/WCCHD)	$ 3,232.00	$ -	$ -	$ -	$ 3,232.00	
IV. Surveying - SAM, Inc.						$ 177,775.00
A. Design Survey	$ -	$ -	$ 39,830.00	$ -	$ 39,830.00	
B. Right of Way Surveys	$ -	$ -	$ 137,945.00	$ -	$ 137,945.00	
V. Geotechnical Investigations/Engineer - Fugro Consultants						$ 17,440.00
A. Geotechnical Soil Borings	$ -	$ -	$ -	$ 4,760.00	$ 4,760.00	
B. Laboratory Investigation	$ -	$ -	$ -	$ 2,160.00	$ 2,160.00	
C. Geotechnical Report	$ -	$ -	$ -	$ 2,500.00	$ 2,500.00	
D. Geotechnical Engineering for Bridge Design	$ -	$ -	$ -	$ 8,020.00	$ 8,020.00	
					$ -	
LABOR COST:	$ 390,592.00	$ 95,736.00	$ 177,775.00	$ 17,440.00	$ 681,543.00	$ 681,543.00

TOTAL DIRECT EXPENSES COST:	$ 10,740.00	$ 220.00	$ 29,130.46	$ 20,950.00	$ 61,040.46	
TOTAL PROJECT COST:	$ 401,332.00	$ 95,956.00	$ 206,905.46	$ 38,390.00	$ 742,583.46	

COUNTY ROAD 101
Williamson County
Exhibit D

TASK Hourly Rate: K Friese & Associates, Inc.	SHEETS/ UNITS	PRINCIPAL $ 185.00	PROJECT MANAGER $178.00	SENIOR ENGINEER $178.00	ENGINEER $128.00	EIT $81.00 Hours	SR. ENGR. TECH. $91.00	ENGR. TECH. $83.00	CADD TECH $52.00	CLERICAL $64.00	Sub Total Hours	Hr/Unit	KFA Labor Cost
I. Project Management													
A. Project Management (12 months)	12	32	96		36					60	224	18.7	$ 31,456.00
II. Construction Plans													
A.1. Title Sheet	1		1			4	2	6			13	13.0	$ 1,182.00
A.2. Index of Sheets	1		1			2	2	4			9	9.0	$ 854.00
A.3 General Notes	4		8			24	24	24			80	20.0	$ 7,544.00
A.4. Summaries	10		24			120	24	24			192	19.2	$ 18,168.00
A.5. Project Layouts	2		2			8	4	16			30	15.0	$ 2,696.00
A.6. Survey Data	1		1			2	2	6			11	11.0	$ 1,020.00
A.7. Horizontal Alignment Data	2		4		12	8	8	8			40	20.0	$ 4,288.00
A.8. Table of Cross-Slopes	2		4		8	12	12	8			44	22.0	$ 4,464.00
A.9. Ditch Grade Summary	1		2		4	8	8	12			34	34.0	$ 3,240.00
B.1. Traffic Control Notes and Construction Sequence	1		1		4	4	2	8			19	19.0	$ 1,860.00
B.2. Traffic Control Plans	36		16		40	60	100	160			376	10.4	$ 35,208.00
B.3. Traffic Control Standards and Details	15		2		12	32	32	60			138	9.2	$ 12,376.00
C.1. Existing Typical Sections	1		2		2	4	8	8			24	24.0	$ 2,328.00
C.2. Proposed Typical Sections	3		12		2	8	16	24			62	20.7	$ 6,488.00
C.3. Plan and Profile Sheets	18		45		45	72	128	128			418	23.2	$ 41,874.00
C.4. Intersection Layouts (2 per Sheet)	3		8		8	16	16	24			72	24.0	$ 7,192.00
C.5. Driveway Plan and Profiles (2 per sheet)	13		18		52	104	52	52			278	21.4	$ 27,332.00
C.6. Driveway Details Sheets	1		1			4	8	8			21	21.0	$ 1,894.00
C.7. Roadway Standards and Details	8		8		16	32	8	32			96	12.0	$ 9,448.00
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)	64		16			128	256				400	6.3	$ 36,512.00
D.1. Bridge Layouts													$ -
D.2. Structural Rating for Existing Little Mustange Cr. Bridge													$ -
D.3. Bridge Geometry Sheets													$ -
D.4. Estimated Quantities and Bearing Seat Elevations													$ -
D.5. Bridge Scour Analysis & Sheets	2		8		16	24		16			64	32.0	$ 6,744.00
D.6. Abutment Sheets													$ -
D.7. Wingwall Stabilization Anchor and Details													$ -
D.8. Bridge Interior Bent Sheets													$ -
D.9. Bridge Span Sheets													$ -
D.10. Misc Slab Details													$ -
D.11. Foundation Design													$ -
D.12. Bridge Misc Details													$ -
E.1. Overall Drainage Area Map	1		4		12	12	12				40	40.0	$ 4,312.00
E.2. Ditch Drainage Area Maps	8		8		24	32	32	32			128	16.0	$ 12,656.00
E.3. Hydrology Data Sheets	2		8		16	24	8	16			72	36.0	$ 7,472.00
E.4. Bridge Hydraulic Data Sheets	2		8		16	24	8	8			64	32.0	$ 6,808.00
E.5. Drainage Standards and Details	5		2		4	8	16	16			46	9.2	$ 4,300.00
F.1. Signing and Marking Layout Sheets	8		8		16		32	40			96	12.0	$ 9,704.00
F.2. Signing and Marking Details and Standards	16		2		4	8		16			30	1.9	$ 2,844.00
F.3. Future Signal Conduit Layout Sheets	2		2		4	8		8			22	11.0	$ 2,180.00
G.1. Stormwater Pollution Prevention Plan (SWPPP)	1		2		4	12	12	8			38	38.0	$ 3,596.00
G.2. Erosion Control Plans	8		12		24	40	40				116	14.5	$ 12,088.00
G.3. Erosion Control Standards and Details	2		2		2	4	8	8			24	12.0	$ 2,328.00
H.1 Existing and Proposed Utility Layouts	8		4		16	24	24				68	8.5	$ 6,888.00
III. Miscellaneous Services													
A. Project Manual Development			8		16	40				16	80		$ 7,736.00
B. Drainage Report			12		16	40	8	16			92		$ 9,480.00
C. FEMA CLOMR			12		40	24				24	100		$ 10,736.00
D. Construction Cost Estimate			8		8	24	24	24			88		$ 8,568.00
E. Bidding/Letting Services			32		8	40				24	104		$ 11,496.00

COUNTY ROAD 101
Williamson County
Exhibit D

F. Permitting (TxDOT/WCCHD)			8			16				8	32		$ 3,232.00
IV. Surveying - SAM, Inc.													
A. Design Survey													$ -
B. Right of Way Surveys													$ -
V. Geotechnical Investigations/Engineer - Fugro Consultants													
A. Geotechnical Soil Borings													$ -
B. Laboratory Investigation													$ -
C. Geotechnical Report													$ -
D. Geotechnical Engineering for Bridge Design													$ -
TOTAL NUMBER OF SHEETS:											Column Total = 3,885		
HOURS:		32	422		487	1056	936	820		132	Row Total = 3,885		
LABOR COST:		$ 5,920	$ 75,116	$ -	$ 62,336	$ 85,536	$ 85,176	$ 68,060		$ 8,448			$ 390,592.00
		0.8%	10.9%		12.5%	27.2%	24.1%	21.1%		3.4%			$ 390,592.00

DIRECT EXPENSES:						
	Travel:					
	Mileage	4000	miles		$0.49 per mile	$1,940.00
	Per diem		days		$25.00 per day	
	Lodging		nights		$100.00 per night	
	Copies:					
	Reproduction	15000	copies		$0.20 per copy	$3,000.00
	Media (mylar)	400	sheets		$1.50 per sheet	$600.00
	Misc Expenses:					
	Express delivery	20	each		$20.00 per each	$400.00
	Research Materials					
	CLOMR Application Fee				$4,400.00 flat fee	$4,400.00
	FEMA Data acquisition fee				$400.00 at cost	$400.00
TOTAL DIRECT COST:						**$ 10,740**
TOTAL PROJECT COST:						**$ 401,332**

COUNTY ROAD 101
Williamson County
Exhibit D

TASK Hourly Rate: HDR, Inc.	SHEETS/ UNITS	PROJECT MANAGER $200.00	PROJECT ENGINEER $166.00	DESIGN ENGINEER $142.00	SR. STRUCT. TECH $123.00	SENIOR TECH/EIT $112.00	CADD TECH $83.00	ADMIN / CLERICAL $68.00	Sub Total Hours	Hr/Unit	HDR Labor Cost
					Hours						
I. Project Management											
A. Project Management		64	4					16	84		$ 14,552.00
III. Construction Plans											
D.1. Bridge Layouts	2	6	16	40		24	48		134	67.0	$ 16,208.00
D.2. Structural Rating for Existing Little Mustange Cr. Bridge		1	4	8					13		$ 2,000.00
D.3. Bridge Geometry Sheets		2		14					16		$ 2,388.00
D.4. Estimated Quantities and Bearing Seat Elevations	2			8	8		16		32	16.0	$ 3,448.00
D.6. Abutment Sheets	5	4		32	48		48		132	26.4	$ 15,232.00
D.7. Wingwall Stabilization Anchor and Details	3	4	8	24	16	8	24		84	28.0	$ 10,392.00
D.8. Bridge Interior Bent Sheets	2	4	4	16	28	16	16		84	42.0	$ 10,300.00
D.9. Bridge Span Sheets	3	4	6	12	20	8	32		82	27.3	$ 9,512.00
D.10. Misc Slab Details	2	1	4	12	2	8	8		35	17.5	$ 4,374.00
D.11. Foundation Design		2		16			4		22		$ 3,004.00
D.12. Bridge Misc Details	21	1		5	2		6		14	0.7	$ 1,654.00
IV. Miscellaneous Services											
D. Construction Cost Estimate		2		16					18		$ 2,672.00
TOTAL NUMBER OF SHEETS: **HOURS:**		95	46	203	124	64	202	16	Column Total = 750 Row Total = 750		
LABOR COST:		$ 19,000	$ 7,636	$ 28,826	$ 15,252	$ 7,168	$ 16,766	$ 1,088			$ 95,736.00
		12.7%	6.1%	27.1%	16.5%	8.5%	26.9%	2.1%			

DIRECT EXPENSES:						
	Travel:					
	Mileage	120	miles		$0.55 per mile	$66.00
	Per diem					
	Lodging					
	Copies:					
	8.5" x 11" Printing	500	copies		$0.05 per copy	$25.00
	11" x 17" Printing	90	sheets		$0.10 per sheet	$9.00
	Mylars	30	sheets		$2.00	$60.00
	Misc Expenses:					
	Express delivery	3	each		$20.00 per each	$60.00
TOTAL DIRECT COST:						$ 220
TOTAL PROJECT COST:						$ 95,956.00

0.50 p.r IRS

TASK Hourly Rate: Surveying and Mapping, Inc.	SHEETS/ UNITS	2-Man Field Crew $130.00	3-Man Field Crew $150.00	Mobile Mapping Technician $120.00	Mobile Mapping Sr. Manager $165.00	Mobile Mapping Project Manager $140.00	Sr. Project Manager $145.00	Senior Tech $85.00	Survey Tech $75.00	Project Manager $125.00	Staff Surveyor $110.00	Clerical Support $50.00	Field Coordinator $85.00	Sub Total Hours	Hr/Unit	SAM Inc Labor Cost
		Hours														
I. Project Management																
A. Project Management																$ -
II. Construction Plans																
A.1. Title Sheet																$ -
A.2. Index of Sheets																$ -
A.3. General Notes																$ -
A.4. Summaries																$ -
A.5. Project Layouts																$ -
A.6. Survey Data																$ -
A.7. Horizontal Alignment Data																$ -
A.8. Table of Cross-Slopes																$ -
A.9. Ditch Grade Summary																$ -
B.1. Traffic Control Notes and Construction Sequence																$ -
B.2. Traffic Control Plans																$ -
B.3. Traffic Control Standards and Details																$ -
C.1. Existing Typical Sections																$ -
C.2. Proposed Typical Sections																$ -
C.3. Plan and Profile Sheets																$ -
C.4. Intersection Layouts (2 per Sheet)																$ -
C.5. Driveway Plan and Profiles (2 per sheet)																$ -
C.6. Driveway Details Sheets																$ -
C.7. Roadway Standards and Details																$ -
C.8. Cross-Section Sheets (101 Sections, 3 per Sheet)																$ -
D.1. Bridge Layouts																$ -
D.2. Structural Rating for Existing Little Mustange Cr. Bridge																$ -
D.3. Bridge Geometry Sheets																$ -
D.4. Estimated Quantities and Bearing Seat Elevations																$ -
D.5. Bridge Scour Sheets																$ -
D.6. Abutment Sheets																$ -
D.7. Wingwall Stabilization Anchor and Details																$ -
D.8. Bridge Interior Bent Sheets																$ -
D.9. Bridge Span Sheets																$ -
D.10. Misc Slab Details																$ -
D.11. Foundation Design																$ -
D.12. Bridge Misc Details																$ -
E.1. Overall Drainage Area Map																$ -
E.2. Ditch Drainage Area Maps																$ -
E.3. Hydrology Data Sheets																$ -
E.4. Bridge Hydraulic Data Sheets																$ -
E.5. Drainage Standards and Details																$ -
F.1. Signing and Marking Layout Sheets																$ -
F.2. Signing and Marking Details																$ -
F.3. Future Signal Conduit Layout Sheets																$ -
G.1. Stormwater Pollution Prevention Plan (SWPPP)																$ -
G.1. Stormwater Pollution Prevention Plan (SWPPP)																$ -
G.2. Erosion Control Plans																$ -
G.3. Erosion Control Standards and Details																$ -
H.1. Existing and Proposed Utility Layouts																$ -
III. Miscellaneous Services																
A. Project Manual Development																$ -
B. Drainage Report																$ -
C. FEMA CLOMR																$ -
D. Construction Cost Estimate																$ -
E. Bidding/Letting Services																$ -
F. Permitting (TxDOT/WCTHD)																$ -
G. Traffic Signal Warrant Study																$ -
IV. Surveying - SAM, Inc.																
A. Design Survey		38	36	146	3	8	2	24	14	14	44	6	1	336		$ 39,830.00
B. Right of Way Surveys		200	104				34	480	476	26	90	3	19	1,432		$ 137,945.00
V. Geotechnical Investigations/Engineer - Fugro Consultants																
A. Geotechnical Soil Borings																$ -
B. Laboratory Investigation																$ -
C. Geotechnical Report																$ -
D. Geotechnical Engineering for Bridge Design																$ -
																$ -
TOTAL NUMBER OF SHEETS:														Column Total = 1,768		
HOURS:		238	140	146	3	8	36	504	490	40	134	9	20	Row Total = 1,975		
LABOR COST:		$ 30,940	$ 21,000	$ 17,520	$ 495	$ 1,120	$ 5,220	$ 42,840	$ 36,750	$ 5,000	$ 14,740	$ 450	$ 1,700			$ 177,775.00
		22.1%	13.0%	13.6%	0.3%	0.7%	3.3%	46.9%	45.6%	3.7%	12.5%	0.8%	1.9%			

DIRECT EXPENSES:						
Travel:						
Mileage	4000	miles	$0.50	per mile	$ 2,000.00	
Per diem		days	$25.00	per day	$ -	
Lodging		nights	$100.00	per night	$ -	
Copies:						
Copies of Deeds and Plats	1	at Cost	$750.00	total	$ 750.00	
Misc Expenses:						
Mobile Mapping System	1	Day	$6,000.00	per Day	$ 6,000.00	
GPS Receivers	360	Hours	$25.00	per Hour	$ 9,000.00	
TOTAL DIRECT COST:					$	17,750.00
Tax on ROW Services	8.25	%				$11,380.46
TOTAL PROJECT COST:					$	**206,905.46**

COUNTY ROAD 101
Williamson County
Exhibit D

TASK Hourly Rate: Fugro Consultants, Inc.	SHEETS/ UNITS	Project Principal $155.00 Hours	Project Manager $145.00	Project Engineer $120.00	Geologist $95.00	Graduate Engineer $90.00	CADD $60.00	Clerical $50.00	Sub Total Hours	Hr/Unit	Fugro Labor Cost
I. Project Management											
A. Project Management											$ -
II. Construction Plans											
A.1. Title Sheet											$ -
A.2. Index of Sheets											$ -
A.3. General Notes											$ -
A.4. Summaries											$ -
A.5. Project Layouts											$ -
A.6. Survey Data											$ -
A.7. Horizontal Alignment Data											$ -
A.8. Table of Cross-Slopes											$ -
A.9. Ditch Grade Summary											$ -
B.1. Traffic Control Notes and Construction Sequence											$ -
B.2. Traffic Control Plans											$ -
B.3. Traffic Control Standards and Details											$ -
C.1. Existing Typical Sections											$ -
C.2. Proposed Typical Sections											$ -
C.3. Plan and Profile Sheets											$ -
C.4. Intersection Layouts (2 per Sheet)											$ -
C.5. Driveway Plan and Profiles (2 per sheet)											$ -
C.6. Driveway Details Sheets											$ -
C.7. Roadway Standards and Details											$ -
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)											$ -
D.1. Bridge Layouts											$ -
D.2. Structural Rating for Existing Little Mustange Cr. Bridge											$ -
D.3. Bridge Geometry Sheets											$ -
D.4. Estimated Quantities and Bearing Seat Elevations											$ -
D.5. Bridge Scour Sheets											$ -
D.6. Abutment Sheets											$ -
D.7. Wingwall Stabilization Anchor and Details											$ -
D.8. Bridge Interior Bent Sheets											$ -
D.9. Bridge Span Sheets											$ -
D.10. Misc Slab Details											$ -
D.11. Foundation Design											$ -
D.12. Bridge Misc Details											$ -
E.1. Overall Drainage Area Map											$ -
E.2. Ditch Drainage Area Maps											$ -
E.3. Hydrology Data Sheets											$ -
E.4. Bridge Hydraulic Data Sheets											$ -
E.5. Drainage Standards and Details											$ -
F.1. Signing and Marking Layout Sheets											$ -
F.2. Signing and Marking Details											$ -
F.3. Future Signal Conduit Layout Sheets											$ -
G.1. Stormwater Pollution Prevention Plan (SWPPP)											$ -
G.2. Erosion Control Plans											$ -
G.3. Erosion Control Standards and Details											$ -
H.1. Existing and Proposed Utility Layouts											$ -
III. Miscellaneous Services											
A. Project Manual Development											$ -
B. Drainage Report											$ -
C. FEMA CLOMR											$ -
D. Construction Cost Estimate											$ -
E. Bidding/Letting Services											$ -
F. Permitting (TxDOT/WCCHD)											$ -
G. Traffic Signal Warrant Study											$ -
IV. Surveying - SAM, Inc.											
A. Design Survey											$ -
B. Right of Way Surveys											$ -
V. Geotechnical Investigation/Engineer - Fugro Consultants											
A. Geotechnical Soil Borings				8	40				48		$ 4,760.00
B. Laboratory Investigation				6		16			22		$ 2,160.00
C. Geotechnical Report				8	8		8	6	24		$ 2,500.00
D. Geotechnical Engineering for Bridge Design		4	20			50			74		$ 8,020.00
											$ -
TOTAL NUMBER OF SHEETS: HOURS:		4	20	22	48	66	8	6	Column Total = 168 Row Total = 168		
LABOR COST:		$ 620	$ 2,900	$ 2,640	$ 4,560	$ 5,940	$ 480	$ 300			$ 17,440.00
		2.4%	11.9%	13.1%	28.6%	39.3%	4.8%	3.6%			

DIRECT EXPENSES:					
Travel:					
Mileage/Mobilization	100	miles	$ 4.00		$400.00
Logger Transportation	4	days	$ 75.00		$300.00
Soil Borings					
Drilling and Field Testing					$11,535.00
Traffic Control	3	days	$ 900.00	per Day	$2,700.00
Laboratory Investigation					
Lab Tests					$6,015.00
TOTAL DIRECT COST:					$ 20,950
TOTAL PROJECT COST:					$ 38,390.00

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

CR 119 - Bury+Partners PSA
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Bury+Partners, Inc. Professional Service Agreement (PSA) for the CR 119/CR 100 (US 79 to Chandler Rd.) Road Bond Program project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: CR119 - Bury+Partners PSA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	03/22/2010 04:25 PM	APRV
2	Jim Gilger	Jim Gilger	03/23/2010 06:52 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	03/23/2010 07:25 AM	APRV

Form Started By: Marie Walters — Started On: 03/22/2010 03:34 PM

Final Approval Date: 03/23/2010

Bury+Partners
ENGINEERING SOLUTIONS

February 12, 2010
Revised March 9, 2010
Revised March 19, 2010

Proposal No. 10-046A

Mr. Robert B. Daigh, P.E.
Senior Director of Infrastructure
Williamson County
3151 S.E. Inner Loop
Georgetown, Texas 78676

RE: Proposal for Professional Engineering and Surveying Services
County Road 119 from U.S. 79 to Chandler Road
Williamson County, District 4
Hutto, Williamson County, Texas

Dear Mr. Daigh:

We appreciate the opportunity to submit this proposal for professional engineering and surveying services associated with the design and construction of County Road (CR) 119 from U.S. 79 to Chandler Road located in Williamson County, District 4 in Hutto, Williamson County, Texas. The project consists of design for 3.1 miles of two (2) lanes (36 feet of pavement) with shoulders, utilizing AutoCAD Civil 3D Software.

ASSUMPTIONS

In preparing this proposal, we have made the following assumptions:

- We will prepare all electronic files utilizing **AutoCAD Civil 3D Software**.
- There are no boundary problems, disputes or lawsuits associated with the tract, which would affect completion of the survey.
- The County will provide ROE.
- The County will provide necessary title work.
- Surveyor's standard certification is acceptable.
- No Federal Emergency Management Agency flood plan modification is required.
- No construction phase surveying services are included.
- Soil boring stake out is not included.

BURY+PARTNERS, INC.
221 West Sixth Street, Suite 600
Austin, Texas 78701

TEL (512) 328-0011
FAX (512) 328-0325

www.burypartners.com

- Any covenants, restrictions or any other similar documents will be prepared by your attorney.
- This project will not encounter significant opposition from City, County, or State review agencies, neighborhood groups, environmental groups, etc.

Sub-consultants

The following services are excluded unless specifically included in this proposal.

- Geotechnical engineering, pavement design, materials testing, soil borings or analysis.
- Environmental site assessments, wetlands, endangered species, jurisdictional boundaries, and KARST feature investigations will be provided by the County.
- Design franchise utility services for electricity, gas, cable, telephone, etc.

We appreciate the opportunity to submit this proposal and look forward to assisting you in the development of this project. Upon your review of this proposal, please call if you have any questions.

Sincerely,

Chris Randazzo, P.E., LEED AP
Senior Associate/Senior Project Manager

Charles E. Fowler, Jr., P.E.
Principal

Contract No. CR 119 - Bury & Partners

RECEIVED
MAR 2 2 2010
BY: PSI

Checklist

Prior to Initiation of Work

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

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, ***County*** proposes to construct a roadway as part of the 2006 Road Bond Program;

WHEREAS, ***County*** desires to obtain professional services for engineering design of various roadways under the 2006 Road Bond Program including CR 119/CR 100 from existing CR 119 to U.S. 79 to Chandler Road (***the "Project"***);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

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

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

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

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

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

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

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

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

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

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

Section III
Fee schedule

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

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

Section IV
Period of Service

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

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by ***Engineer*** of ***County's*** written Work Authorization and in accordance with the production timeline included in the Scope of Services.

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

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

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

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

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

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

Section V
Coordination with the County

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

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

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

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

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

Section VI
Review of Work Product

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

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

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

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

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

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

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

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

Section VII
Revision to Work Product

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

Section VIII
Engineer's Responsibility and Liability

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

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

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

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

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

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

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

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

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

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

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

Section IX
Ownership of Documents

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

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

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

Section X
Maintenance of and Right of Access to Records

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

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

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

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

Section XI
Miscellaneous

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

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

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

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

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

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

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

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

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

ENGINEER: Bury+Partners, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701

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

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

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

ok

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

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____
_____
_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that ***County***, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public

Information Act to any items or data furnished to ***County*** as to whether or not the same are available to the public. It is further understood that ***County's*** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that ***County***, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to ***County*** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

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

EXECUTED this_____ day of _____, 2010.

THE ENGINEER:
BURY+PARTNERS, INC.

WILLIAMSON COUNTY:

BY: _____ BY: _____

Printed Name: Charles E. Fowler, Jr., P.E.

Title: Principal

_____
Williamson County Judge

Reviewed as to Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Contract Auditor

OK

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of $778,632.50.

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

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

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The ***Engineer*** shall promptly notify the ***County*** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ***Engineer*** from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ***Engineer*** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

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

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

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is $856,495.75 , provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

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

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

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

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

ATTACHMENT A

WORK AUTHORIZATION NO. 1

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

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

A. Preliminary Engineering
B. Drainage Study
C. Design Survey
D. Construction Documents (with 30%, 60%, 90% and 100% submittals)
E. Structural Drainage Crossings (two (2) max)
F. Project Meetings
G. Bidding Services
H. Geotechnical for Structures
I. Right-of-Way Descriptions (50 max)
J. Reimbursables

Part 2. The maximum amount payable for services under this Work Authorization without modification is $778,632.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 23, 2011, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 2010.

ENGINEER:
Bury+Partners, Inc.

By:_____
Signature

CHARLES FULLER JR
Printed Name

PRINCIPAL
Title

COUNTY:
Williamson County, Texas

By:_____
Signature

_____
Printed Name

County Judge
Title

ok

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A
"Services to be provided by the County"

1. County will provide and secure right-of-entry for all proposed right-of-way (ROW) acquisitions. The County will also provide an agent to secure the proposed ROW.

2. County will provide all necessary title work on properties to be acquired for ROW.

3. County will provide an environmental assessment of the existing and proposed ROW, identifying and locating jurisdictional and archeological features.

4. County will provide a geotechnical report and pavement recommendation for the proposed roadway.

EXHIBIT B
"Services to be provided by the Engineer"

A. Preliminary Engineering/Alignments Study

In this phase, we will meet with local jurisdiction and utility providers to gather information about easements, utilities, and right-of-way's (ROWs) within the area. With this information we will develop up to three (3) routes to serve the proposed 120 feet of ROW and develop the proposed roadway.

1. Based on these alignments, Bury+Partners, Inc. will prepare a conceptual estimate and number of parcels required for ROW.

B. Drainage Study

Several culvert crossings and potentially two (2) bridge structures will be required for this roadway. A drainage analysis will be necessary to design these crossings and bridge structures.

1. Prepare a HEC-HMS hydrologic model to develop the required stormwater hydrograph(s) to be routed using the HEC-RAS model.

2. Perform topographic surveys, as required, to develop channel cross-section and related information needed for input to run a HEC-HMS model.

3. Bury+Partners, Inc. will recommend locations for drainage easements, as needed.

4. Submit this preliminary study to the Williamson County engineer for review and comment.

5. Incorporate the client's comments into the final report.

C. Design Survey

1. Route Design Verification of County Provided Topography

Bury+Partners, Inc. will provide an on-the-ground survey. The topographic survey will be based on an on-the-ground survey and will be produced at a one (1)-foot contour interval. We will prepare a list of owners and addresses of each affected property. Williamson County will prepare and secure Right-of-Entry (ROE) letters.

D. Public Paving and Drainage Construction Documents

We will prepare engineering construction documents for this roadway and associated drainage system for review and approval by Williamson County (**Utilizing AutoCAD Civil 3D Software**). The design section and length of roadway are 36 feet of pavement 3.1 miles in length and providing for 120 feet of ROW. These documents will include plan/profile, details, and other Williamson County required items for review and approval. We have assumed that no utilities (other than drainage) will be required in the roadway. The drawings will be prepared at a scale of 1" = 100' Horizontal and 1" = 10' vertical. We will produce drawings a 30%, 60%, 90%, and 100% completion for your review and approval.

1. **(Conceptual Design)** - The key function of the conceptual design phase is to define key project elements such as horizontal and vertical alignment sufficient to verify their adherence to project design criteria. During the conceptual design phase we will conduct the following:

   - Define project design criteria.
   - Collect existing data (maps, reports, soil-date, property ownerships, etc.).
   - Conduct field reconnaissance once ROE has been secured by Williamson County.
   - Establish centerline geometry in the field and plot.
   - Establish schematic alignment and profile from existing data and field investigations.
   - Determine ROW and easement requirements, road section, and utility requirements.

   The conclusion of this phase will be the preparation of a concept design report that summarizes the information, design recommendations, design schematics and cost estimates for this phase.

2. **(Preliminary Design, 30% completion)** - Bury+Partners, Inc. will submit 30% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual.

3. **(Preliminary, 60% completion)** - Bury+Partners, Inc. will submit 60% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual.

4. **(Final Design Plan, 90% completion)** - Bury+Partners, Inc. will submit 90% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual. Bury+Partners, Inc. will prepare and submit Texas Department of Transportation driveway permit for connection to U.S. 79.

5. **(Final Construction Documents, 100% completion)** - Bury+Partners, Inc. will submit 100% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual. Bury+Partners, Inc. will prepare the Project Construction Manual using the template provided by Williamson County.

E. Proposed Bridge - Structural Design

The following tasks will be necessary to design one or possibly two (2) bridge structures across Cottonwood Creek:

1. Bridge Design and Details (FC 170)

   a. Bury+Partners, Inc., or our sub-consultant will submit a Preliminary Engineering Report that briefly discusses the selected bridge type and the findings of the preliminary engineering investigation. The Preliminary Engineering Report will also contain estimated probable costs for the recommended bridges.

   b. Bury+Partners, Inc., or our sub-consultant will create bridge layout sheets for each bridge. The bridge layout sheets will include the bridge plan, profiles, proposed structure types, existing topographic and utility information, stream flow information, design and peak year high water elevations and hydraulic information. Bridge layout sheets will have the same horizontal and vertical scale and will follow TxDOT Bridge Division policies, specifications, and procedures.

   c. Bury+Partners, Inc., or our sub-consultant will submit the preliminary bridge layouts to the County for review and approval prior to final design.

   d. Bury+Partners, Inc., or our sub-consultant will complete final bridge layout sheets and incorporate County comments made during the preliminary bridge layout review.

   e. Bury+Partners, Inc., or our sub-consultant will design and prepare custom detail sheets for the abutments, interior bents, and spans. The Engineer will also develop any miscellaneous custom detail sheets necessary for items that are not covered by TxDOT standard drawings.

   f. Bury+Partners, Inc., or our sub-consultant will use TxDOT statewide standard drawings to the greatest extent possible. The Engineer will not redraw these standards and will not transfer his title block to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title.

   g. Bury+Partners, Inc., or our sub-consultant will calculate necessary bridge quantities and produce a detail sheet summarizing these quantities for each bridge.

h. Bury+Partners, Inc., or our sub-consultant will review the geotechnical report, determine the final foundation configuration, and design the foundations.

i. Bury+Partners, Inc. or our sub-consultant will submit the bridge detail sheets at the intermediate phase submittal to the County for their review.

j. Bury+Partners, Inc. or our sub-consultant will complete the final bridge details which incorporate County comments made during the intermediate engineering phase review.

F. Project Meetings

1. Depending on desires of the client and architect and nature of the project, the amount of project meeting time can vary drastically. We have assumed time for a nominal number of meetings in Austin (may be in Round Rock, Georgetown, or Taylor) based upon our prior experience with similar projects.

   We have budgeted one (1) project meeting two (2) hours in length per week, for a six (6) month design and approval time period, for a total of approximately 52 hours.

G. Public Bidding Services

1. Bury+Partners, Inc. will assist Williamson County by overseeing the bidding process, to include distributing the bid packages to contractors maintaining the plan holders list and attending a pre-bid conference to answer contractor questions about the construction documents. Prepare and distribute addenda as needed.

2. Assist the Williamson County with bid tabulation and prepare a letter of recommendation Williamson County regarding a recommendation of Contract Award and the apparent low bidder.

H. Geotechnical Provided by Sub-consultant

1. We will provide geotechnical investigation and recommendation, through a sub-consultant, as required for bridge and structural elements of the project design.

I. ROW Parcels - Strip Map (Up to 50 Parcels) – Field Note Preparation

1. This project will require the preparation of property descriptions (parcels) to be dedicated as ROW. These legal descriptions (fieldnotes) will be sealed by a Registered Professional Land Surveyor. A sketch will accompany each legal description.

2. Bury+Partners, Inc. will prepare filednotes for permanent easements that may be required (such as drainage easements).

3. Bury+Partners, Inc. will place pins at p4roperty corners, PC's and PT's.

4. A composite drawing will be prepared from the surveys. This composite will be prepared at a scale for approximately 1" = 100'. This information will be utilized for preparation of a final base map to prepare the roadway plan and profile.

5. Prepare fieldnotes, or easements, or description documents for conveyance of stormwater runoff.

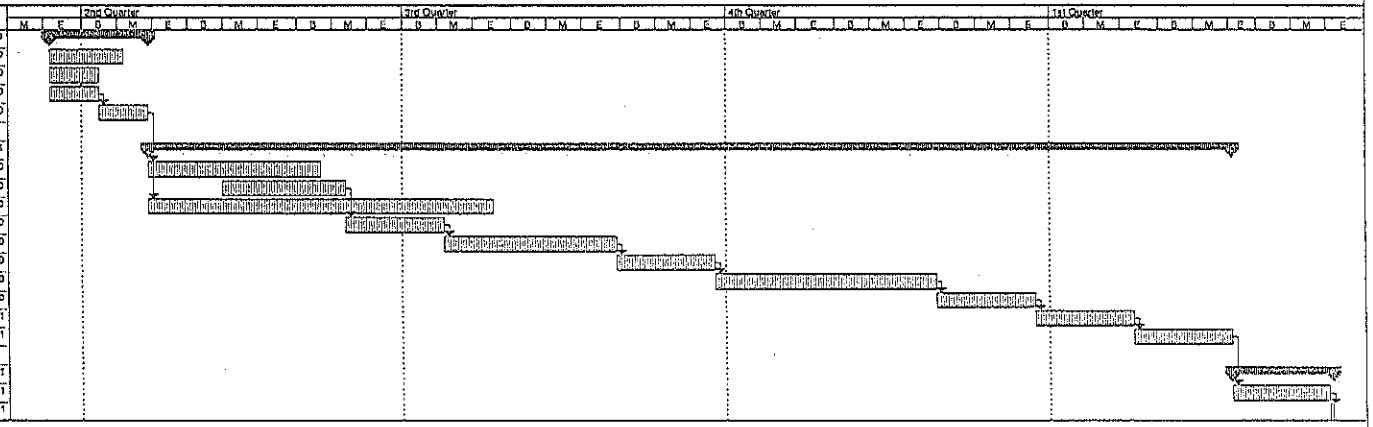
J. Reimbursables/Reproductions

Reproduction, courier and delivery services will be provided for this project and billed in accordance to our expenses will be reimbursed at actual cost. In addition, minor out-of-pocket expenses for outside reproduction, courier and review agency

EXHIBIT C
"Work Schedule"

WILLIAMSON COUNTY ROAD 119 PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Preliminary Engineering and Surveying Process**	29 days	Tue 3/23/10	Mon 4/19/10
2	Preliminary Survey and Alignment Study	15 days	Tue 3/23/10	Mon 4/12/10
3	Preliminary Structural Report	10 days	Tue 3/23/10	Mon 4/5/10
4	Environmental Assessment (provided by County)	10 days	Tue 3/23/10	Mon 4/5/10
5	County Review and Route Selection	10 days	Tue 4/6/10	Mon 4/19/10
6				
7	**Design Process**	229 days	Tue 4/20/10	Mon 2/21/11
8	Design Survey	35 days	Tue 4/20/10	Mon 6/7/10
9	30% Design Documents	25 days	Tue 5/11/10	Mon 6/14/10
10	ROW Parcel	70 days	Tue 4/20/10	Mon 7/26/10
11	County Review	20 days	Tue 6/15/10	Mon 7/12/10
12	60% Design Documents	35 days	Tue 7/13/10	Mon 8/30/10
13	County Review	20 days	Tue 8/31/10	Mon 9/27/10
14	90% Design Documents	45 days	Tue 9/28/10	Mon 11/29/10
15	County Review	20 days	Tue 11/30/10	Mon 12/27/10
16	100% Design Documents	20 days	Tue 12/28/10	Mon 1/24/11
17	County Review	20 days	Tue 1/25/11	Mon 2/21/11
18				
19	**Bidding Process**	21 days	Tue 2/22/11	Tue 3/22/11
20	Advertise for Bid	20 days	Tue 2/22/11	Mon 3/21/11
21	Award Bid	1 day	Tue 3/22/11	Tue 3/22/11



Project: Williamson County Road 119
Date: Mon 3/8/10

Task — Progress — Summary — External Tasks — Deadline
Split — Milestone — Project Summary — External Milestone

EXHIBIT D

We propose to provide the specific services described in the attached Professional Fee Schedule on an hourly fee basis.

Please note that the fees are based on a smooth project implementation and have assumed no major changes to the Williamson County -approved roadway plan.

FEE ESTIMATE
BPI

Exhibit "D" - Professional Fees

PROJECT:	PROJECT NO.:
Williamson County Road 119	*PROPOSAL*

			EMPLOYEES											
			MANAGING PRINCIPAL	PRINCIPAL	SENIOR ASSOCIATE	SENIOR PROJECT MANAGER	PROJECT ENGINEER VII	ENGINEER ASSOC. III	CADD DESIGNER III	CADD DESIGNER I	RPLS III	SENIOR SURVEY TECH	3-MAN SURVEY CREW	2-MAN SURVEY CREW	SUBCONSULTANT
ITEM	DESCRIPTION	ITEM COST	$192.50	$187.50	$172.50	$167.50	$142.50	$117.50	$107.50	$97.50	$144.50	$109.50	$167.50	$142.50	
A	Preliminary Engineering/ Alignment Study	$29,997.50	2	6	8	16	28	56	50	87					
B	Drainage Study	$10,025.00	2	3	4	7	16	42							
C	Design Survey	$101,947.50	2	2	6	22	16	5			102	188	108	282	
D	Public Paving and Drainage Construction Documents														
1	Conceptual Design	$26,595.00	2	6	12	24	48	22	60	32					
2	Preliminary Design (30% P,S, & E)	$42,535.00	4	16	24	40	88	44	66	32					
3	Preliminary Design (60% P,S, & E)	$99,005.00	20	44	72	120	135	82	182	61					
4	Final Design (90% P,S,& E)	$69,812.50	12	24	42	96	84	54	118	89					
5	Final Construction Documents (100% P,S,&E)	$58,350.00	8	16	32	48	76	82	126	64					
E	Proposed Drainage Crossing (Subconsultant CP&Y- See Attached)														$16,992.00
	Preliminary Structural Report with Alignment Study	$16,992.00													$46,354.00
	First Standard (60' Span) Structure	$46,354.00													$46,354.00
	Second Standard (60' Span) Structure	$46,354.00													
F	Project Meetings	$9,680.00	4	6	12	20	10	8							
G	Bidding Services	$11,800.00	4	8	16	26	12	6							
H	Geotechnical Services (for Structure)	$9,750.00													$9,750.00
	(Subconsultant Estimate)														
I	Right of Way - Parcel Descriptions and Easements	$17,740.00	2	2	12	24	20				28	12	16		
	SAM, Inc. Subconsultant	$172,695.00													$172,695.00
	(includes up to 50 individual parcel descriptions)														
J	Reimbursables Estimate (reimbursed on actual cost)														
	Printing and binding	$4,500.00													
	Mileage	$3,000.00													
	Postage and overnight delivery	$1,500.00													
	Subtotal Total:	$778,632.50													
	COMPENSATION CAP: (HOURLY TOTAL + 10%)	$856,495.75	62	133	240	443	533	401	602	365	130	200	124	282	
	TOTAL HOURS	3515.0													
	DISTRIBUTION		2%	4%	7%	13%	15%	11%	17%	10%	4%	6%	4%	8%	0%
	INDIVIDUAL COSTS		$11,935	$24,938	$41,400	$74,203	$75,953	$47,118	$64,715	$35,588	$18,785	$21,900	$20,770	$40,185	$292,145

Total Maximum Compensation (Current Fee +10%) **$856,496**

Note:

1. Fees shown above are for services as described in our March 8, 2010 proposal.
2. BPI reserves the right to self perform items currently identified as subconsulant work effort at the same cost identified based on our hourly rates and actual time incurred.

PROVIDER NAME: CP&Y, INC.

PROJECT NAME: Extension of County Road 119

FUNC	TASK DESCRIPTION	No. of Sheets	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	E.I.T.	SENIOR CADD TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COSTS
164	**PROJECT MANAGEMENT**									
	Schedules, Invoices and Progress Reports		8					6	14	$2,140.00
	Plan Review Meetings - 60%, 90%		6		6				12	$2,070.00
	Project Closeout		2		2			2	6	$830.00
	Hydraulic Coordination		4		12				16	$2,420.00
	Preliminary Engineering Report		12	8	32	16			68	$9,532.00
	SUB-TOTAL								**116**	**$16,992.00**
170	**BRIDGE DESIGN**									
	CROSSING 1									
	Bridge Layout (includes RDS)	1	8	2	24	10	36		80	$10,050.00
	Bridge Typical Section	1	4	2	12	4	12		34	$4,438.00
	Bridge Quantities and Summary Sheet	1	2	1	6	8	4		21	$2,551.00
	Foundation Layout (includes fdn design)	1	2	4	8	0	8		22	$3,010.00
	Abutment No. 1 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Abutment No. 4 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Common Abutment Details	1	1	1	4	0	12		18	$2,220.00
	Bent Nos. 2 & 3 - Plan, Elevation and Details	1	2	2	6	12	20		42	$4,844.00
	Slab Plan and Details	2	6	2	10	16	32		66	$7,912.00
	Misc. Span Details	1	1	2	8	0	16		27	$3,345.00
	BRIDGE STANDARDS	6	2	0	2	0	4		8	$1,130.00
	SUB-TOTAL								**190**	**$46,354.00**
	CROSSING 2									
	Bridge Layout (includes RDS)	1	8	2	24	10	36		80	$10,050.00
	Bridge Typical Section	1	4	2	12	4	12		34	$4,438.00
	Bridge Quantities and Summary Sheet	1	2	1	6	8	4		21	$2,551.00
	Foundation Layout (includes fdn design)	1	2	4	8	0	8		22	$3,010.00
	Abutment No. 1 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Abutment No. 4 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Common Abutment Details	1	1	1	4	0	12		18	$2,220.00
	Bent Nos. 2 & 3 - Plan, Elevation and Details	1	2	2	6	12	20		42	$4,844.00
	Slab Plan and Details	2	6	2	10	16	32		66	$7,912.00
	Misc. Span Details	1	1	2	8	0	16		27	$3,345.00
	BRIDGE STANDARDS	6	2	0	2	0	4		8	$1,130.00
	SUB-TOTAL								**190**	**$46,354.00**
	SUB-TOTAL								**868**	**$109,700.00**
	GRAND TOTAL		**96**	**44**	**228**	**140**	**352**	**8**	**868**	
	CONTRACT RATE		$215.00	$165.00	$130.00	$92.00	$110.00	$70.00		
	TOTAL LABOR COSTS		$20,640.00	$7,260.00	$29,640.00	$12,880.00	$38,720.00	$560.00	$109,700.00	
	SUBTOTAL							**SUB-TOTAL LABOR**	**$109,700.00**	

Other Direct Expenses	Contract Rate	Unit	Quantity	Amount
Digital Ortho Plotting	$2.00	LF		$0.00
11"x17" Mylar	$1.00	Sheet	28	$28.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	100	$10.00
11"x17" B/W Paper Copies	$0.15	Sheet	200	$30.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet	20	$20.00
11"x17" Color Paper Copies	$1.80	Sheet	10	$18.00
Standard Postage	$0.39	Letter	6	$2.34
Overnight express-letter size	$15.00	Each		$0.00
Overnight express-oversized box	$30.00	Each		$0.00
Local Deliveries/Courier	$25.00	Each	3	$75.00
Mileage (Current Rate)	$0.550	Per Mile		$0.000

SUB-TOTAL OTHER DIRECT EXPENSES		**$183.34**
SUB-TOTAL LABOR		**$109,700.00**
TOTAL COST	**TOTAL FEE**	**$109,883.34**

Roadway: CR 119
Limits: From US 79 to Chandler Rd.

Time Materials Basis of Payment

CR 119 ROW Acquisition					Bury + Partners			GWV			
PROJECT					*CLIENT*			*BY*			
P2010-00060					Williamson			2/9/2010			
PROPOSAL NUMBER					*COUNTY*			*DATE*			
Task	Comments	2-Man Field Crew @ $130.00/hr	3-Man Field Crew @ $150.00/hr	Sr. Project Manager @$145.00/hr	Senior Tech @$85.00	Survey Tech @$75.00	Project Manager @$125.00/hr	Staff Surveyor @ $110.00/hr	Clerical Support @$50.00/hr	Field Coordinator @$85.00/hr	Fees
Ownership/Deed Research	WCAD/current recorded deeds & plats	0.0	0.0	3.0	40.0	40.0	5.0	9.0	3.0	0.0	$8,600.00
ROW Surveys, prepare base map, calc parcels	Includes add. control, locative surveys & deed plots	189.0	36.0	7.0	152.0	98.0	7.0	26.0	0.0	10.0	$55,840.00
Prepare ROW property descriptions and parcel plats	Up to 50 parcels	0.0	0.0	9.0	240.0	260.0	9.0	44.0	0.0	0.0	$47,170.00
Prepare ROW map roll plot		0.0	0.0	5.0	32.0	32.0	5.0	18.0	0.0	0.0	$8,450.00
Set iron rods on prop. ROW at parcel corners, PIs, etc.		60.0	48.0	3.0	12.0	12.0	5.0	5.0	0.0	4.0	$18,870.00
QA/QC, Prepare final deliverables	Includes field check & reading of parcel descriptions	0.0	0.0	11.0	78.0	118.0	11.0	54.0	7.0	0.0	$24,740.00
Total Hours		249.0	84.0	38.0	554.0	560.0	42.0	156.0	10.0	14.0	
Subtotal Labor Fees		$32,370.00	$12,600.00	$5,510.00	$47,090.00	$42,000.00	$5,250.00	$17,160.00	$500.00	$1,190.00	$163,670.00
Mileage	3600 mi. @ 0.50/mi.										$1,800.00
Copies of current deeds and plats	At cost										$750.00
GPS Receivers	259 hr @ $25/hr.										$6,475.00
Subtotal - Expenses											$9,025.00
SAM, Inc. Budget											$172,695.00

Note: Resources may be allocated differently during the course of the work, however, the overall budget will not be exceeded without written authorization from Bury.

EXHIBIT II

HOURLY RATES

OK
3/22/2010

BURY+PARTNERS-AUSTIN, INC.
STANDARD RATE SCHEDULE

EFFECTIVE AUGUST 1, 2009 THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rate
Managing Principal	$ 192.50 per hour
Principal	$ 187.50 per hour
Sr. Vice President	$ 182.50 per hour
Vice President	$ 177.50 per hour
Sr. Associate	$ 172.50 per hour
Associate	$ 170.50 per hour
Senior Project Manager	$ 167.50 per hour
Project Manager	$ 157.50 per hour
Project Director	$ 142.50 per hour
Senior Mechanical Designer	$ 145.00 per hour
Project Engineer VII	$ 142.50 per hour
Project Engineer VI	$ 137.50 per hour
Project Engineer V	$ 132.50 per hour
Engineer Associate VII	$ 127.50 per hour
Engineer Associate VI	$ 125.50 per hour
Engineer Associate V	$ 122.50 per hour
Engineer Associate IV	$ 120.50 per hour
Engineer Associate III	$ 117.50 per hour
Engineer Associate II	$ 114.50 per hour
Engineer Associate I	$ 109.50 per hour
Land Planner	$ 107.50 per hour
Land Planner II/Business Development	$ 112.50 per hour
Environmental Scientist I	$ 72.50 per hour
Environmental Scientist II	$ 82.50 per hour
Environmental Scientist III	$ 97.50 per hour
Senior Engineering Technician III	$ 127.50 per hour
Senior Engineering Technician II	$ 122.50 per hour
Senior Engineering Technician I	$ 117.50 per hour
Engineering Technician III	$ 107.50 per hour
Engineering Technician II	$ 102.50 per hour
Engineering Technician I	$ 97.50 per hour
Engineering Assistant II	$ 74.50 per hour
Engineering Assistant I	$ 72.50 per hour
Graphic Designer	$ 122.50 per hour
CAD Designer III	$ 107.50 per hour
CAD Designer II	$ 102.50 per hour
CAD Designer I	$ 97.50 per hour
CAD Operator III	$ 92.50 per hour
CAD Operator II	$ 87.50 per hour
CAD Operator I	$ 82.50 per hour
Registered Professional Land Surveyor III	$ 144.50 per hour
Registered Professional Land Surveyor II	$ 129.50 per hour
Registered Professional Land Surveyor I	$ 119.50 per hour

Survey/Technical Coordinator	$ 114.50 per hour
Senior Survey Technician	$ 109.50 per hour
Survey Technician III	$ 102.50 per hour
Survey Technician II	$ 97.50 per hour
Survey Technician I	$ 92.50 per hour
Administrative Assistant III	$ 77.50 per hour
Administrative Assistant II	$ 74.50 per hour
Administrative Assistant I	$ 70.50 per hour
Secretary III	$ 65.50 per hour
Secretary II	$ 60.50 per hour
Secretary I	$ 57.50 per hour
Courier	$ 60.00 per hour
Construction Observer	$ 102.50 per hour
Expert Witness	$ 325.00 per hour
Structural Project Manager	$ 215.00 per hour

FIELD PARTY SERVICES

2-Man Field Party	$ 142.50 per hour
3-Man Field Party	$ 167.50 per hour
4-Man Field Party	$ 192.50 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles	$ 0.75 per mile
By Firm's Survey Trucks	$ 0.75 per mile

Subsistence for Out-of-City Work (Survey Field Crew) Prevailing IRS approved rates for survey locale

Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost
In-House Courier & Delivery Services	< 15 Miles at ¼ hr Billing
In-House Courier & Delivery Services	> 15 Miles at ½ hr Billing
In-House Reproduction & Printing by Firm	Prevailing commercial rates
Outside Reproductions, Couriers and other Direct Expenses	Our cost

NOTES:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.

2. A minimum of two (2) hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.

3. Field Party stand-by time will be charged for at the appropriate rates shown above.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

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

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2010

PRODUCER
Ted Heaton State Farm Insurance
3933 Steck Avenue, Suite B-111
Austin, TX 78759

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bury and Partners, Inc.
221 West 6th Street
Austin, TX 78701
RMIS Vendor ID: 147440

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds	43419
INSURER B: State Farm Mutual Auto Insurance Company	25178
INSURER C: State Farm Fire and Casualty Company	25143
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	90-GX-8796-7	01/01/10	01/01/11	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
B		AUTOMOBILE LIABILITY	F70-0774-E01-53K-9ZZ	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	$
		[X] ANY AUTO				BODILY INJURY (Per person)	$ 1,000,000
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000
		[X] Fleet					
		GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C	X	EXCESS/UMBRELLA LIABILITY	90-EX-1164-7	01/01/10	01/01/11	EACH OCCURRENCE	$ 5,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 5,000,000
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

The registration notices indicate ownership of the marks by their respective owners ©ACORD CORPORATION 1988, 2007
All rights reserved

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 162673 BURYPART

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/09

PRODUCER
USI Southwest
7600 B N. Cap of Tx Hwy. #200
Austin, Texas 78731

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bury + Partners, Inc.
221 West Sixth St., Suite 600
Austin, TX 78701

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	DPR9680891	08/15/09	08/15/10	$2,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **
Bury + Partners, Inc.
Bury + Partners- Holdings, Inc.
Bury + Partners- Virginia, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

Bury + Partners, Inc.
221 West 6th St., Suite 600
Austin, TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James E. Sommerman

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Bury + Partners- San Antonio, Inc.
Bury + Partners- DFW, Inc.
Bury + Partners- Houston, Inc.
Land Design Partners, Inc.
Bury+Partners-Public Works, Inc.
Land Design Partners - DFW, Inc.
Bury+Partners-Virginia, Inc.
Bury + Partners-Virginia, Inc.
Bury + Partners-Public Works, Inc.
BPI-HS&A
Land Design Partners San Antonio, Inc.

*Except in the event of non payment of premium.

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CC BURYP-1 | DATE (MM/DD/YYYY) 03/11/09

PRODUCER

Frost Insurance - Austin
401 Congress Ave. Ste 1400
Austin TX 78701
Phone: 512-473-4520 Fax: 512-473-4555

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Bury + Partners, Inc.
221 W. 6th St., Ste. 600
Austin TX 78701

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Ins	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEPH4505	02/01/09	02/01/10	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of Workers Compensation Insurance Only.

CERTIFICATE HOLDER

INSUR-1

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis Northington

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Bury + Partners, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
221 West Sixth Street, Suite 600

Requester's name and address (optional)

City, state, and ZIP code
Austin, Texas 78701

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–			

or

Employer identification number
7	4	–	2	3	3	6	5	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Sylvia M. Collins Date ▶ 1-29-10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HNTB Supp.#4 to project specific PSA
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving HNTB Corporation Supplemental #4 to their on-call project specific Professional Service Agreement (PSA).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: HNTB Supp4 to PSA

Link: HNTB WA14 for Landfill Rd.-FM1660 intersection improvements

Form Routing/Status

Form Started By: Marie Walters
Started On: 03/22/2010 09:57 AM
Final Approval Date: 03/24/2010

RECEIVED
DEC 07 2009
BY: PSI

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

WHEREAS, the *County* and the *Engineer* executed the contract on December 12, 2006;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 of the agreement as amended by Supplemental Agreement No. 3 is $3,000,000.00; and,

WHEREAS, the ***"Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement as amended by Supplemental Agreement No. 3 to $3,000,000.00; and,

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

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

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

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from $3,000,000.00 to $3,500,000.00.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $3,000,000.00 to $3,500,000.00.

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

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

ENGINEER:

By: Richard L. Ridings
Signature

Richard L. Ridings, P.E
Printed Name

Vice President
Title

12/2/09
Date

COUNTY:

By: _____
Signature

Judge Dan A. Gattis
Printed Name

Williamson County Judge
Title

_____
Date

OK
M

RECEIVED
FEB 24 2010
BY: PSI

ATTACHMENT A

WORK AUTHORIZATION NO. 14

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement dated December 12, 2006, hereinafter identified as the "Agreement", entered into by and between Williamson County, a political subdivision of the State of Texas ("***County***"), and HNTB Corporation ("***Engineer***").

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

FM 1660 at Landfill Road Intersection Improvements

Part 2. The maximum amount payable for services under this Work Authorization without modification is $ 95,917.00 . A fee schedule used to establish the maximum amount payable is attached hereto as Exhibit D-1. The billing rates and classifications are attached hereto as Exhibit D-2.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 1, 2011, unless extended by a Supplemental Work Authorization.

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

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

ENGINEER:	COUNTY:
HNTB Corporation	Williamson County, Texas
By: Richard Ridings Signature	By: _____ Signature
Richard L. Ridings, P.E. Printed Name	Judge Dan A. Gattis Printed Name
Vice President Title	Williamson County Judge Title
2/22/10 Date	_____ Date

OK
MM 2/25/010

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County
Exhibit B - Services to be Provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Fee Schedule
Exhibit D-2- HNTB rates and Classifications

EXHIBIT D-1
HNTB FEE SCHEDULE

Contract No. 45026
Work Authorization No. 14
FM 1660 at Landfill Road Intersection Improvements

TASK DESCRIPTION	PROJ PRINCP	ENV DIRECTOR	SR PROJ MNGR	PROJ MNGR	DEP PROJ MNGR	SR CONST SPEC	ENGR IV	ENGR III	SR ENV TECH/PLNR	PROJ ADM	ENV TECH/ PLNR	CONST TECH	ENGR II	SR CADD TECH	ADM ASST	TOTAL
JOB TOTALS (Hours)																
TOTALS:	-	15	-	68	38	-	75	127	72	30	117	-	34	142	7	725
JOB TOTALS	-	15	-	68	38	-	75	127	72	30	117	-	34	142	7	725
BILLING RATES	$ 203.00	$ 187.00	$ 185.00	$ 140.00	$ 120.00	$ 120.00	$ 109.00	$ 94.00	$ 94.00	$ 86.00	$ 85.00	$ 70.00	$ 80.00	$ 99.00	$ 63.00	
TOTAL LABOR	$ -	$ 2,805.00	$ -	$ 9,520.00	$ 4,560.00	$ -	$ 8,175.00	$ 11,938.00	$ 6,768.00	$ 2,580.00	$ 9,945.00	$ -	$ 2,720.00	$ 14,058.00	$ 441.00	$ 73,510.00

FUNCTION CODE	Total Hours	Total Labor	Overhead: Print/ Repro	Overhead: Travel	Overhead: Courier Postage	Subtotal Expenses	HNTB FEE	Subconsit Fees	TOTAL FEE
TOTALS:									
FC 120 - PREPARATION OF A PROGRAMMITIC CATEGORICAL EXCLUSION	227								
FC 145 - PROJECT MANAGEMENT	68								
FC 150 - SURVEY (INLAND GEODETICS)								$18,307	
FC 160 - ROADWAY DESIGN CONTROLS	104								
FC 161 - DRAINAGE	86								
FC 162 - SIGNING AND MARKINGS	24								
FC 163 - MISCELLANEOUS (ROADWAY)	119								
FC 190 - PRE-LETTING ACTIVITIES	97								
SUBTOTAL	725	$ 73,510.00					$ 73,510.00	$18,307	$ 91,817.00
DIRECT EXPENSES			$ 3,630.40	$ 200.00	$ 270.00	$ 4,100.00			$ 4,100.00
JOB TOTALS	725	$ 73,510.00	$ 3,630.40	$ 200.00	$ 270.00	$ 4,100.00	$ 73,510.00	$ 18,307.00	$ 95,917.00

FC 120 - PREPARATION OF A PROGRAMMITIC CATEGORICAL EXCLUSION — SEGMENT COST $ 21,787.00

QA/QC			8			8		2	2											20
DATA COLLECTION										12		12								24
IMPACTS										15		25								40
PROJECT DESCRIPTION										5		20								25
HISTORIC RESOURCES SURVEY										20		25								45
MEETINGS WITH AFFECTED PROPERTY OWNERS						10		4	4	5		5								28
DOCUMENT PREPARATION										15		30								45
SUBTOTAL LABOR HOURS	-		8	-		10	8	-	6	6	72	-	117	-	-	-	-	-		227
SUBTOTAL LABOR COST	$ -		$ 1,496.00	$ -		$ 1,400.00	$ 960.00	$ -	$ 654.00	$ 564.00	$ 6,768.00	$ -	$ 9,945.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,787.00

FC 145 - PROJECT MANAGEMENT — SEGMENT COST $ 7,594.00

PROJECT REVIEWS			2			4	4													10
PROJECT MANAGEMENT AND COORDINATION						12	16													28
PROJECT ADMINISTRATION											30									30
SUBTOTAL LABOR HOURS	-		2	-		16	20	-	-	-	-	30	-	-	-	-	-	-		68
SUBTOTAL LABOR COST	$ -		$ 374.00	$ -		$ 2,240.00	$ 2,400.00	$ -	$ -	$ -	$ -	$ 2,580.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,594.00

FC 160 - ROADWAY DESIGN CONTROLS — SEGMENT COST $ 10,565.00

DESIGN CRITERIA								2	4											6
PROJECT LAYOUT SHEETS								2	4											6
DATA COLLECTION						4		4									8			16
EXISTING TYPICAL SECTIONS								1									4			5
PROPOSED TYPICAL SECTIONS								2									8			10
HORIZONTAL ALIGNMENT DATA SHEETS									1								2			3
ROADWAY PLAN AND PROFILE SHEETS								4									12			16
ROADWAY DETAIL SHEETS								1									8			9
MISC ROADWAY SHEETS								1									8			9
DESIGN CROSS SECTIONS								4	8											12
ROADWAY QUANTITIES									4								8			12
SUBTOTAL LABOR HOURS	-		-	-		4	-	-	21	21	-	-	-	-	-	-	58	-		104
SUBTOTAL LABOR COST	$ -		$ -	$ -		$ 560.00	$ -	$ -	$ 2,289.00	$ 1,974.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,742.00	$ -	$ -	$ 10,565.00

FC 161 - DRAINAGE — SEGMENT COST $ 6,232.00

DRAINAGE REPORT								4	16											20
DRAINAGE AREA MAPS								4	4					4						12

EXHIBIT D-1
HNTB FEE SCHEDULE

Contract No. 45026
Work Authorization No. 14
FM 1660 at Landfill Road Intersection Improvements

TASK DESCRIPTION	PROJ PRINCP	ENV DIRECTOR	SR PROJ MNGR	PROJ MNGR	DEP PROJ MNGR	SR CONST SPEC	ENGR IV	ENGR III	SR ENV TECH/PLNR	PROJ ADM	ENV TECH/ PLNR	CONST TECH	ENGR II	SR CADD TECH	ADM ASST	TOTAL
HYDRAULIC DATA SHEETS							4	4								8
ROADWAY SWALE DETAIL SHEETS								2						4		6
CULVERT LAYOUT SHEETS							4							16		20
DITCH CALCULATION SHEETS							4						8			12
SW3P SHEETS								1					4			5
DRAINAGE QUANTITIES								1					2			3
SUBTOTAL LABOR HOURS	-	-	-	-	-	-	20	28	-	-	-	-	18	20	-	86
SUBTOTAL LABOR COST	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,180.00	$ 2,632.00	$ -	$ -	$ -	$ -	$ 1,440.00	$ 1,980.00	$ -	$ 8,232.00
FC 162 - SIGNING AND MARKINGS															**SEGMENT COST**	**$ 2,336.00**
SMALL SIGN LAYOUT SHEETS								4						8		12
PAVEMENT MARKING SHEETS								4						8		12
SUBTOTAL LABOR HOURS	-	-	-	-	-	-	-	8	-	-	-	-	-	16	-	24
SUBTOTAL LABOR COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 752.00	$ -	$ -	$ -	$ -	$ -	$ 1,584.00	$ -	$ 2,336.00
FC 163 - MISCELLANEOUS (ROADWAY)															**SEGMENT COST**	**$ 12,823.00**
EXISTING UTILITY LOCATION REVIEW								2						4		6
CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL							2	8						24		34
TITLE SHEET								1						8		9
GENERAL NOTES							1	4								5
SPECIFICATION LIST							1	4								5
INDEX SHEET								1						4		5
COST ESTIMATES							2	8						8		18
CONSTRUCTION TIME SCHEDULE							2	8								10
DESIGN AND PS&E QA/QC			5	12	10											27
SUBTOTAL LABOR HOURS	-	-	5	12	10	-	8	36	-	-	-	-	-	48	-	119
SUBTOTAL LABOR COST	$ -	$ -	$ 935.00	$ 1,680.00	$ 1,200.00	$ -	$ 872.00	$ 3,384.00	$ -	$ -	$ -	$ -	$ -	$ 4,752.00	$ -	$ 12,823.00
FC 190 - PRE-LETTING ACTIVITIES															**SEGMENT COST**	**$ 10,173.00**
PROJECT MANUAL				8			4	24								36
PRE-BID MEETING				4											2	6
RESPOND TO PRE-LETTING RFI'S				4			8	4								16
PERPARE ADDENDA				4			8						16		4	32
BID ANALYSIS AND COMPARISON				4												4
RECOMMENDATION OF CONTRACT AWARD				2											1	3
SUBTOTAL LABOR HOURS	-	-	-	26	-	-	20	28	-	-	-	-	16	-	7	97
SUBTOTAL LABOR COST	$ -	$ -	$ -	$ 3,640.00	$ -	$ -	$ 2,180.00	$ 2,632.00	$ -	$ -	$ -	$ -	$ 1,280.00	$ -	$ 441.00	$ 10,173.00

EXHIBIT D - 2

Contract No. 45026

WILLIAMSON COUNTY CONSULTING SERVICES
HNTB RATES & CLASSIFICATIONS

Classification	WA 14 Billing Rate
Project Principal	$203
Environmental Director	$187
Sr. Project Manager	$185
Project Manager	$140
Sr. Engineer	$130
Construction Manager	$140
Business Manager	$115
Deputy Project Manager	$120
Sr. Construction Specialist	$120
Environmental Specialist	$109
Engineer IV	$109
Construction Representative	$100
Sr. CADD Technician	$99
Sr. Environmental Tech/Planner	$94
Engineer III	$94
Project Administrator	$86
Environmental Tech/Planner	$85
Engineer II	$80
Construction Technician	$70
Engineer I/CADD Technician	$65
Administrative Assistant	$63
Expert Witness Testimony	$240

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The work to be performed by the Engineer under this Billing Rate Contract shall consist of providing engineering services required to develop the PS&E for the FM 1660 and Landfill Road (CR 128) Intersection Improvements.

The County will provide the following services:

1. Assist the Engineer, as necessary, to obtain required data and information, approvals from other local, regional, State and Federal agencies.

2. Review and provide comments on all aspects of the design and PS&E preparation.

3. Provide all required contract documents for Project Manual.

4. Provide decisions in a timely manner.

5. Process payment to Engineer in a timely manner.

6. Assist with right of entry, if required for the Engineer.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The work to be performed by the Engineer under this Billing Rate Contract shall consist of providing engineering services required to develop the PS&E and associated Bid Phase Services for the FM 1660 and Landfill Road (CR 128) Intersection Improvements. The improvements include widening FM 1660 for the addition of a left turn lane from northbound FM 1660 to Landfill Road; adding a deceleration lane to southbound FM 1660 and an acceleration lane from Landfill Road. The project is approximately 0.50 miles in length.

Plans from the Engineer, and all subproviders, will be developed in accordance with the TxDOT Graphics Standards.

The Engineer will prepare a Programmatic Categorical Exclusion (PCE) related to the proposed improvements at the intersection. This scope assumes that less than 30 acres of new right of way will be acquired as part of this project.

PREPARATION OF A PROGRAMMATIC CATEGORICAL EXCLUSION (FUNCTION CODE 120)

Assuming that the proposed improvements will be paid for with Williamson County funds, the Engineer shall prepare environmental documentation utilizing the appropriate outline in accordance with TxDOT's Environmental Manual, Title 23, Part 771, 772, FHWA's Technical Advisory T6640.8A, TxDOT's 1996 Noise Guidelines, and TxDOT 2006 Air Guidelines. The Engineer will prepare a PCE, and will assist the County in following this document through the TxDOT review process. Tasks included in preparation of the PCE include the following:

Data Collection

The data collection phase and site reconnaissance visits will begin upon notice to proceed. The Engineer will obtain or update periodically publicly available information including:

- Locations of public buildings, schools, churches, parks, etc.

EXHIBIT B

- Aerial/Infrared photography, if available.
- National Wetland Inventory Maps.
- County Soil Survey Maps.
- TCEQ & EPA Hazardous Materials Database Information.
- FEMA 100-year floodplains.
- Vegetation Information.
- Threatened and Endangered Species Information.

Environmental Project Description

The Engineer will prepare a description of the existing facility, a description of the proposed action, and a description of the existing environment. The purpose and need for the project will also be developed and presented.

Impacts

The Engineer will address any impacts of the proposed action on the existing environment. Resources addressed include historical and archeological resources, wildlife, vegetation, and endangered species, displacements, land use analysis, socioeconomic and environmental justice impacts, jurisdictional waters, water quality, wetlands, permits, floodplains, parkland, hazardous materials, aesthetics, construction impacts, air and noise, and items of special nature and conclusion.

Historic Resources Survey

The Engineer will conduct surveys, research and documentation of historic buildings, structures, and objects within the Area of Potential Effect (APE) for each project. The historic structures survey will follow the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and will include:

- Research Design for approval by TxDOT;
- Field inspection;
- Documentation of the survey results;
    - For buildings and other structures, objects and districts, the documentation will include the following for the area of survey, within the APE on either side of the right of way, for any property over 45 years old:

EXHIBIT B

- A map showing the location of the property in relation to the proposed project area.
- Date of construction.
- Clear photographic prints, including at least one front elevation and one oblique view of each property surveyed, and area or streetscape views in potential districts.
- Research on historical associations.

- Identification of cultural resources that may be eligible for listing or are listed in the National Register of Historic Places, including historic and prehistoric archeological sites, buildings and other structures, objects, districts, traditional cultural properties, and cultural or historic landscapes located during the survey.
- Recommendations regarding National Register eligibility of identified cultural resources;
- Recommendations and descriptions on findings of potential effect; and
- Project effects on potentially eligible cultural resources.

Public Involvement Activities

The Engineer will conduct up to five (5) meetings with affected property owners for the purpose of presenting proposed design changes and resultant effects on access. The Engineer will prepare a summary of each meeting and submit to TxDOT and Williamson County. If requested by TxDOT or Williamson County, the Engineer can coordinate a Public Meeting, however a supplemental agreement will be required.

Document Preparation

The Engineer will prepare the PCE document per TxDOT guidance and will submit to the County and TxDOT for review. Per new TxDOT policy, it is anticipated that TxDOT Austin District will require one round of revisions to the PCE. The Engineer will address up to one round of comments from TxDOT Austin District. It is anticipated that TxDOT ENV will not review the PCE. Additional rounds of comments will require a supplemental agreement.

EXHIBIT B

The Engineer will address minor design changes which occur prior to document submittal. Document preparation includes preparation of exhibits to support descriptions and conclusions in the document.

PROJECT MANAGEMENT/ADMINISTRATION (FUNCTION CODE 145)

Project Management and Coordination

The Engineer shall manage all activities associated with the project. Establishment of project schedules and channels of communication will be included in this task. The Engineer shall secure resources necessary to produce the project deliverables and meet the project schedule. All communications associated with the project will be directly channeled through the Engineer for distribution to the project team as appropriate. The Engineer shall designate one Texas Registered Professional Engineer, Ronald L. Tabor, P.E., as Project Manager to be responsible throughout the project for project management and all communications, including billing.

The Engineer will be required to meet with the designated County Project Manager, TxDOT Project Manager, and other TxDOT or Williamson County representatives, as necessary to report on progress and to ensure all components of the project are proceeding in compliance with the scope of services and according to the project schedule. The purpose of these meetings is to evaluate the project status, determine necessary adjustments to the project work plan and schedule, plan upcoming events and to discuss and resolve project technical issues. The Engineer will prepare minutes of each meeting and circulate to all attendees.

The engineering work on this project may be inspected by the County and TxDOT at any time in the offices of HNTB Corporation at 301 Congress Avenue, Suite 600, Austin, Texas, 78701. Other fieldwork and miscellaneous specialized subcontract work will be performed on site or at our Subconsultants' offices.

General Administration

Perform general administration duties required to maintain the project. These duties include:

EXHIBIT B

- **Coordination with subconsultants**: Prepare and execute contracts with subconsultants, monitor subconsultant activities (staff and schedule), and review and recommend approval of subconsultant invoices. Subconsultant progress reports and invoices will be incorporated into the monthly progress report and invoices.

- **Preparation of monthly progress reports and invoices**: Invoices for work completed during the period will be submitted monthly for the Engineer and subconsultants. The invoice content and format will be in accordance with the specified County criteria. Monthly progress reports will include:

    - Activities during the reporting period.
    - Activities planned for the following months.
    - Project action item and project schedule maintenance.
    - Overall status of project.
    - Pending issues that need short-term attention.
    - Record keeping and file management.
    - Data management and file transfers for required elements of the project.
    - Files will be posted to Internet database management system as requested.
    - All plans, including electronic files, shall be turned over to the State and County at project's completion/contract close-out

SURVEY
(FUNCTION CODE 150)

PROJECT SURVEY CONTROL

The Engineer will provide the following services:

- Engineer will recover and/or establish and utilize established control (projects in vicinity). The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights and projected through the length of the project.

ON-THE-GROUND TOPOGRAPHIC SURVEY SERVICES

The Engineer will provide the following services:

EXHIBIT B

- Engineer will collect sufficient spot elevations and grade breaks that will include an area within the existing ROW. The data will consist of: visible utilities, drainage features, and any improvements within the defined area. The basic cross section of data will have ditch tops, bottoms, edges of pavement, striping, and super elevations at approximately 50 foot intervals.
- Engineer will generate a 1 foot contour interval DTM file of the project area.
- Engineer will research, reconstruct, and include the existing ROW schematic per the record information and field recovery of markers thereof.
- Survey Deliverables- Engineer will deliver a 2D Microstation V8 dgn file with planimetrics, survey control and approximate ROW lines; 3D Microstation V8 (dtm) file, TIN file, ascii text file containing the survey data points, a GPK (geopak file) and field book copies.

RIGHT OF WAY (ROW) MAPPING

Engineer will provide the following ROW mapping services:

- Engineer will prepare metes and bounds descriptions with accompanying survey plats for up to 3 parcels along the west side of the project out of the County properties north and south of Landfill Road. This task will be prepared to TxDOT standards according to the Right-of-Way Manuals Volumes I and II. The acquisition packages will include a numbered parcel plat and metes and bounds description for each affected tract.

ROADWAY DESIGN CONTROLS (FUNCTION CODE 160)

The Engineer will:

- Provide Subtask Management and Coordination of Roadway Design efforts related to the project.
- Design horizontal and vertical alignments for FM 1660, Landfill Road and pavement transitions.
- No additional right of way is anticipated at this time. If additional right of way is required, a supplemental agreement will be required for this additional service.

EXHIBIT B

The Engineer will develop:

- Project Layout sheets.
- Existing Typical Section sheets for FM 1660 and Landfill Road.
- Proposed Typical Sections for FM 1660 and Landfill Road.
- Horizontal Alignment Data, Survey Control and Benchmark Data sheets.
- Roadway Plan and Profile Sheets for FM 1660 and Landfill Road.
- Roadway Detail Sheets for FM 1660 and Landfill Road intersection.
- Miscellaneous Roadway Detail sheets.
- Design Cross Sections and determine Earthwork Volumes utilizing Geopak.
- Roadway Quantity Summaries and Cost Estimates.
- Roadway Standard sheets.

DRAINAGE
(FUNCTION CODE 161)

The Engineer will:

- Provide Subtask Management and Coordination of Drainage Design efforts related to the project.
- Determine basis of flow by performing hydrologic studies, including drainage area maps, discharge determination and stage-discharge determination.
- Perform hydraulic drainage data, including hydraulic computations for culverts and channels (if applicable). Prepare Hydraulic Data Sheets to include in the plans.
- Provide drainage design for swales and drainage structures to accommodate the surface drainage along the project limits. All designs will be prepared in conformance with TxDOT standards. Prepare roadway swale detail sheets as required.
- Prepare a SW3P plan for the project location in accordance with current US EPA requirements and local criteria. Prepare SW3P plans and details as required.
- Layout, design, and detail drainage features. Design may include new culverts, improvements to existing and outfall channels. Prepare Drainage Plan and Profile sheets and miscellaneous details of proposed drainage facilities.
- Calculate drainage quantities and prepare a summary of drainage quantities sheets.

EXHIBIT B

- Identify and insert required drainage standards.

SIGNING AND MARKINGS (FUNCTION CODE 162)

Signing

The Engineer will provide:

- Overall Subtask Management and Coordination of the Signing design and plan preparation efforts.
- Existing Sign Removal Layouts.
- Small Sign Layouts.
- Miscellaneous Sign Details as required.
- Summary of Small Signs.
- Signing standards.

Pavement Markings

The Engineer will provide:

- Overall Subtask Management and Coordination of the Pavement Marking design and plan preparation efforts.
- Summary of Pavement Markings Quantities sheet.
- Pavement Marking and Delineation Layouts. Layout will show the project centerline stationing and proposed markings, delineators and object markers. Layouts will include a summary of existing markings to be removed.
- Pavement marking standards.

MISCELLANEOUS (ROADWAY) (FUNCTION CODE 163)

Utilities

The Engineer will:

EXHIBIT B

- Provide Subtask Management and Coordination for the Utility coordination activities associated with the design of the project. Coordination efforts will include TxDOT, Williamson County, utility companies, and other function code tasks.
- Review proposed highway design data for potential conflicts with existing utilities based on the information provided by utility companies and field observation.
- Coordinate with TxDOT, Williamson County and the appropriate utilities to address solutions to utility conflicts.

NOTE: No utility conflicts are anticipated at this time. Subsurface utility exploration efforts and utility relocation plans are not included in this scope of work. Any utility relocation plans to be completed by the Engineer that may be necessary for the project shall be completed under a separate Work Authorization.

Construction Sequencing and Traffic Control Plan

The Engineer will:

- Provide overall Subtask Management and Coordination of the Traffic Control design effort, and coordinate activities with other function code tasks.
- Prepare traffic control plans (TCP) for each phase necessary for the construction of the FM 1660 and Landfill Road intersection. The TCP shall show the detailed construction sequences and the necessary phases, complete with barricades, signing, striping, delineation, detours, temporary traffic signals and their adjustments. Each phase of the TCP shall show the location of the traffic flow indicated by directional arrows.
- Prepare quantity estimates for each traffic control bid item. These quantities will be estimated for each sheet and totaled by phase.
- Determine the project construction sequence and design a traffic control plan based upon the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and the latest Austin District traffic control design requirements.

NOTE: Typical sections showing the traffic lanes, construction pavement markings, delineators, barriers, buffer zone for barrels and CTB, pavement drop-off and construction detail shall be shown on each sheet. Construction signing shall be

EXHIBIT B

represented pictorially and designated with the appropriate identification number as shown in the TxMUTCD.

- Prepare temporary detour sheets as necessary.
- Prepare miscellaneous TCP details sheets as necessary.
- Provide Barricade and Construction standards and other appropriate standard drawings.

NOTE: Temporary lighting during the construction sequencing is not anticipated in this project. If temporary lighting is required, it will be considered additional services.

Miscellaneous

The Engineer will provide:

- Title sheet for the plan set.
- TxDOT Form 1002.
- General notes for the construction documents.
- List of governing specifications.
- Index of sheets.
- Cost estimates will be prepared using a spreadsheet format and will be updated at approximately 60%, 90%, and 100% completion of the design.
- Quality Control/Quality Assurance for all design and plan production activities.

PRE-LETTING ACTIVITIES (FUNCTION CODE 190)

Bid Phase Services

The Engineer will:

- Provide Project Manual with all required TxDOT and Williamson County contract documents as deemed appropriate by Williamson County.
- Attend the pre-bid meeting and the bid opening.
- Respond to pre-letting Requests for Information and clarifications as requested by bidders.

EXHIBIT B

- Prepare Addenda as needed to clarify or correct plans or contract documents as needed.
- Provide bid analysis and comparison.
- Provide Recommendation of Contract Award.

PROJECT DELIVERABLES

Deliverables will consist of the following and will include posting to ProjectWise:

- Four (4) paper copies of the 60% PS&E and 90% PS&E submittals;
- Four (4) bound paper copies of the Project Manual at the 90% and 100% PS&E submittals;
- Four (4) bound paper copies of the Project Manual after the bid award;
- Four (4) paper copies of the final plans and one (1) mylar copy of the Title Sheet;
- Electronic and four (4) paper copies of cross sections and *.xsr output.
- An electronic copy of the final design files in Microstation and .pdf format. The project QL-D deliverables consist of two (2) sets of plan sheets and two (2) sets of electronic files in MicroStation US feet (2D) DGN format and all available utility records scanned and placed on CD-ROM.
- Four (4) bound copies of the Right of Way Plans
- One (1) mylar copy of the Right of Way Plans

It is anticipated that TxDOT Austin District will require up to two rounds of revisions to the PCE.

- The Engineer will address up to two (2) rounds of comments from TxDOT Austin District.
- The Engineer will provide up to four (4) copies of the PCE following each round of comments (a total of 8 copies).

It is anticipated that TxDOT ENV may require up to three (3) rounds of revisions to the PCE.

- The Engineer will address up to three (3) rounds of comments from TxDOT ENV.
- The Engineer will provide up to eleven (11) copies of the PCE following each round of comments (a total of 33 copies).
- The Engineer will address any final comments from TxDOT ENV and prepare eleven (11) copies of the Final PCE.
- The Engineer will also provide an electronic version of the PCE and any necessary supporting documentation on a CD for the State's files. Two iterations of the Historic Resources report will be prepared. The first iteration will include 6 copies of the Historic Resources report for TxDOT-District review and comment. The second iteration will

EXHIBIT B

include 6 copies of the final Historic Resources report for TxDOT ENV and Williamson County.

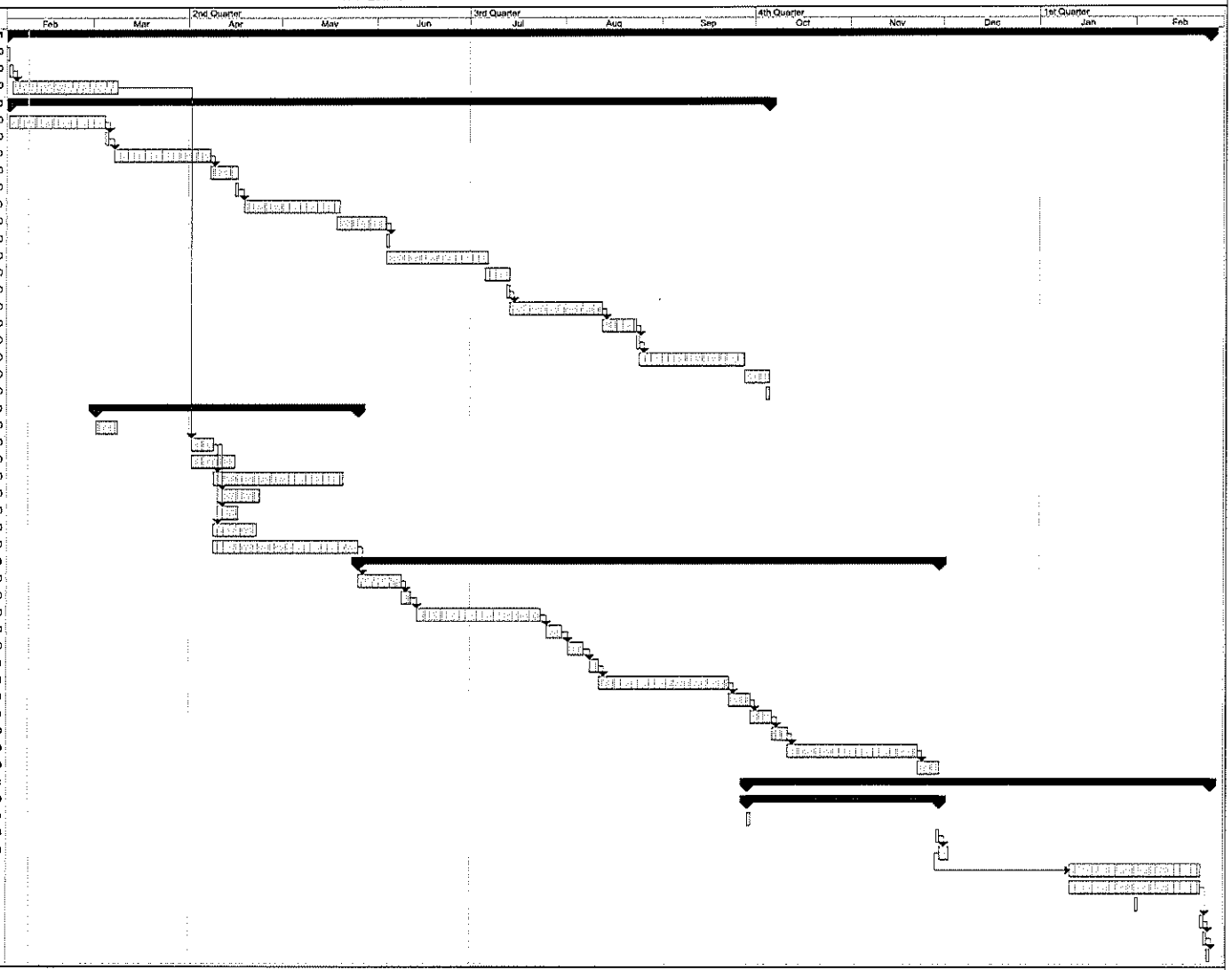
EXCLUSIONS

The following tasks are not included in this work authorization and would be scoped and detailed at a later date, as necessary:

- Archeological coordination involving National Register Testing and/or Data Recovery-level excavation or mitigation or Section 106 Coordination;
- Karst investigations;
- Traffic noise analysis;
- Section 7 USFWS Consultation or the preparation of a Biological Assessment;
- Preparation and coordination for Section 4(f) or Section 6(f) approval;
- Hazardous materials Phase II Environmental Site Assessment;
- Construction monitoring;
- Indirect and Cumulative Impacts Analysis;
- Additional documentation services requested as a result of a change in environmental regulations or TxDOT documentation standards from those in practice and acceptable at the time of approval of this Work Authorization;
- Work associated with outfalls outside the project ROW.
- Public Meetings or a Public Hearing.
- Subsurface utility exploration (SUE) services.
- Illumination design or plans.
- Geotechnical or pavement design services.
- Traffic studies.
- Warrant studies.
- Utility relocation design or plans.
- Temporary lighting.
- Services after the award of the construction contract.

FM 1660 at Landfill Road Intersection Improvements
Contract No. 45026
WA#14 Exhibit C

ID	Task Name	Duration	Start	Finish
1	**Work Authorization No. 14**	**279 days**	**Mon 2/1/10**	**Thu 2/24/11**
2	Notice to Proceed	1 day	Mon 2/1/10	Mon 2/1/10
3	Kick - Off Meeting	1 day	Tue 2/2/10	Tue 2/2/10
4	Survey	24 days	Wed 2/3/10	Mon 3/8/10
5	**Environmental**	**176 days**	**Tue 2/2/10**	**Tue 10/5/10**
6	Prepare Draft CE Document	23 days	Tue 2/2/10	Thu 3/4/10
7	Submit CE to Wilco and TxDOT Austin District	1 day	Fri 3/5/10	Fri 3/5/10
8	TxDOT District CE Review	23 days	Mon 3/8/10	Wed 4/7/10
9	Address TxDOT Comments	7 days	Thu 4/8/10	Fri 4/16/10
10	Submit CE to TxDOT ENV Division	1 day	Fri 4/16/10	Fri 4/16/10
11	TxDOT ENV Division Review	23 days	Mon 4/19/10	Wed 5/19/10
12	Address Division Comments	12 days	Wed 5/19/10	Thu 6/3/10
13	Re-Submit to TxDOT ENV Division	1 day	Fri 6/4/10	Fri 6/4/10
14	TxDOT ENV Division 2nd Review	23 days	Fri 6/4/10	Tue 7/6/10
15	Address Division Comments	6 days	Tue 7/6/10	Tue 7/13/10
16	Submit CE to FHWA	1 day	Tue 7/13/10	Tue 7/13/10
17	FHWA Review	22 days	Wed 7/14/10	Thu 8/12/10
18	Address FHWA Comments	7 days	Fri 8/13/10	Mon 8/23/10
19	Re-Submit to FHWA	1 day	Tue 8/24/10	Tue 8/24/10
20	FHWA 2nd Review	24 days	Wed 8/25/10	Mon 9/27/10
21	Address FHWA Comments	6 days	Tue 9/28/10	Tue 10/5/10
22	Environmental Clearance	1 day	Tue 10/5/10	Tue 10/5/10
23	**PS&E Development**	**61 days**	**Tue 3/2/10**	**Tue 5/25/10**
24	DSR and Typical Sections	5 days	Tue 3/2/10	Mon 3/8/10
25	Develop Geometrics	5 days	Fri 4/2/10	Thu 4/8/10
26	Cross Sections	10 days	Fri 4/2/10	Thu 4/15/10
27	Drainage	30 days	Fri 4/9/10	Thu 5/20/10
28	Traffic Control	10 days	Mon 4/12/10	Fri 4/23/10
29	Signing and Striping	5 days	Mon 4/12/10	Fri 4/16/10
30	Miscellaneous Design	10 days	Fri 4/9/10	Thu 4/22/10
31	QA / QC	33 days	Fri 4/9/10	Tue 5/25/10
32	**Plan Production**	**134 days**	**Wed 5/26/10**	**Mon 11/29/10**
33	60% PS&E	10 days	Wed 5/26/10	Tue 6/8/10
34	QA / QC	3 days	Wed 6/9/10	Fri 6/11/10
35	Agency Review	30 days	Mon 6/14/10	Fri 7/23/10
36	Respond to Comments	5 days	Mon 7/26/10	Fri 7/30/10
37	90% PS&E	5 days	Mon 8/2/10	Fri 8/6/10
38	QA / QC	3 days	Mon 8/9/10	Wed 8/11/10
39	Agency Review	30 days	Thu 8/12/10	Wed 9/22/10
40	Respond to Comments	5 days	Thu 9/23/10	Wed 9/29/10
41	100% PS&E	5 days	Thu 9/30/10	Wed 10/6/10
42	QA / QC	3 days	Thu 10/7/10	Mon 10/11/10
43	Agency Review	30 days	Tue 10/12/10	Mon 11/22/10
44	Respond to Comments	5 days	Tue 11/23/10	Mon 11/29/10
45	**Bid Phase Services**	**107 days**	**Wed 9/29/10**	**Thu 2/24/11**
46	Project Manual	44 days	Wed 9/29/10	Mon 11/29/10
47	Update to Project Manual 1	1 day	Wed 9/29/10	Wed 9/29/10
48	Update to Project Manual 2	1 day	Mon 11/29/10	Mon 11/29/10
49	QA / QC	3 days	Tue 11/30/10	Thu 12/2/10
50	Respond to RFI's	30 days	Tue 1/11/11	Mon 2/21/11
51	Addenda	30 days	Tue 1/11/11	Mon 2/21/11
52	Pre-Bid	1 day	Tue 2/1/11	Tue 2/1/11
53	Bid Opening	1 day	Tue 2/22/11	Tue 2/22/11
54	Bid Analysis	1 day	Wed 2/23/11	Wed 2/23/11
55	Recommendation of Contract Award	1 day	Thu 2/24/11	Thu 2/24/11



Project: FM1660_Schedule(v03).mpp
Date: Mon 2/8/10

Task | Progress | Summary | External Tasks | Split
Split | Milestone | Project Summary | External MileTask

Risley Real Estate Contract - RM 2338 (P21)
Commissioners Court - Regular Session

Date: 03/30/2010
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 Contract with Rick Risley for right-of-way needed on RM 2338. (P21)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Risley RE Contract - RM 2338 (P21)

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 03/25/2010 09:36 AM
Final Approval Date: 03/25/2010	

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between RICK RISLEY, (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 0.128 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 19); and
>
> Waterline easement and electric utility easement interest in and to that certain 0.094 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 19E); 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 FOURTEEN THOUSAND ONE HUNDRED and 00/100 Dollars ($14,100.00).

2.01.1. As additional compensation Purchaser shall pay the amount of NINE THOUSAND NINE HUNDRED and 00/100 Dollars ($9,900.00) 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.

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 April 30, 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 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
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, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
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 and recover $500 from Purchaser, 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 VIII
MISCELLANEOUS

Notice

8.01.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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 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

8.10 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

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01, or if Seller is delayed in completing the transaction due to temporary physical absence from Williamson County for military service. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:

Rick Risley
Rick Risley

Address: 504 W Sequoia Spur
Georgetown, TX
78628

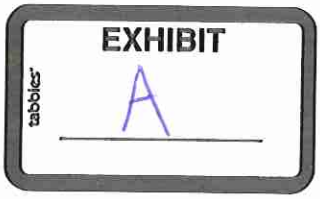
Date: 23 March 2010

PURCHASER:

County of Williamson

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

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



County: Williamson
Parcel No.: 21
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 21

BEING 0.128 of an acre (5,553 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 5B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 5B having been conveyed to Rick Risley, a married person, by deed recorded in Document No. 2007062486, 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 on the Northwest line of Lot 2 of Castlerock Subdivision, a subdivision of record in Cabinet V, Slide 352 of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Jon L. Martin and wife, Patricia F. Martin, by deed recorded as Document No. 2006052803 of the Official Public Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 5B, being the Northwest line of the said Lot 2, S 44°57'30" W, 221.85 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 434+90.25, for the most easterly corner and Point of BEGINNING hereof;

1) THENCE, along the said Southeast line of Lot 5B, S 44°57'30" W, 7.20 feet to an iron pin found marking the most westerly corner of the said Lot 2, being the most northerly corner of that certain tract of land, called 0.16 of an acre 20-Foot-Dedicated Road Widening, as shown on the said Castlerock Subdivision;

2) And S 45°10'30" W, 19.94 feet to an iron pin found on the existing Northeast line of RM 2338, marking the most southerly corner of the said Lot 5B, being the most westerly corner of the said 0.16 of an acre 20-Foot-Dedicated Road Widening for the most southerly corner hereof;

3) THENCE, along the said existing Northeast line of RM 2338, N 45°01'45" W, 204.82 feet to an iron pin found marking the most westerly corner of the said Lot 5B, being the most southerly corner of Lot 4B of the said Birdland Subdivision, said Lot 4B having been conveyed to Innovative Painting, Inc., by deed recorded as Document No.

2007090490 of the Official Public Records of Williamson County, Texas, for the most westerly corner hereof;

4) THENCE, along the Northwest line of the said Lot 5B being the Southeast line of the said Lot 4B, N 44°58'15" E, 27.07 feet to an iron pin with TxDOT aluminum cap set on the said proposed Northeast line of RM 2338 for the most northerly corner hereof;

5) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'00" E, 204.89 feet to the Place of BEGINNING and containing 0.128 of an acre (5,553 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

Access is permitted to the highway facility from the remainder of the abutting property.

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

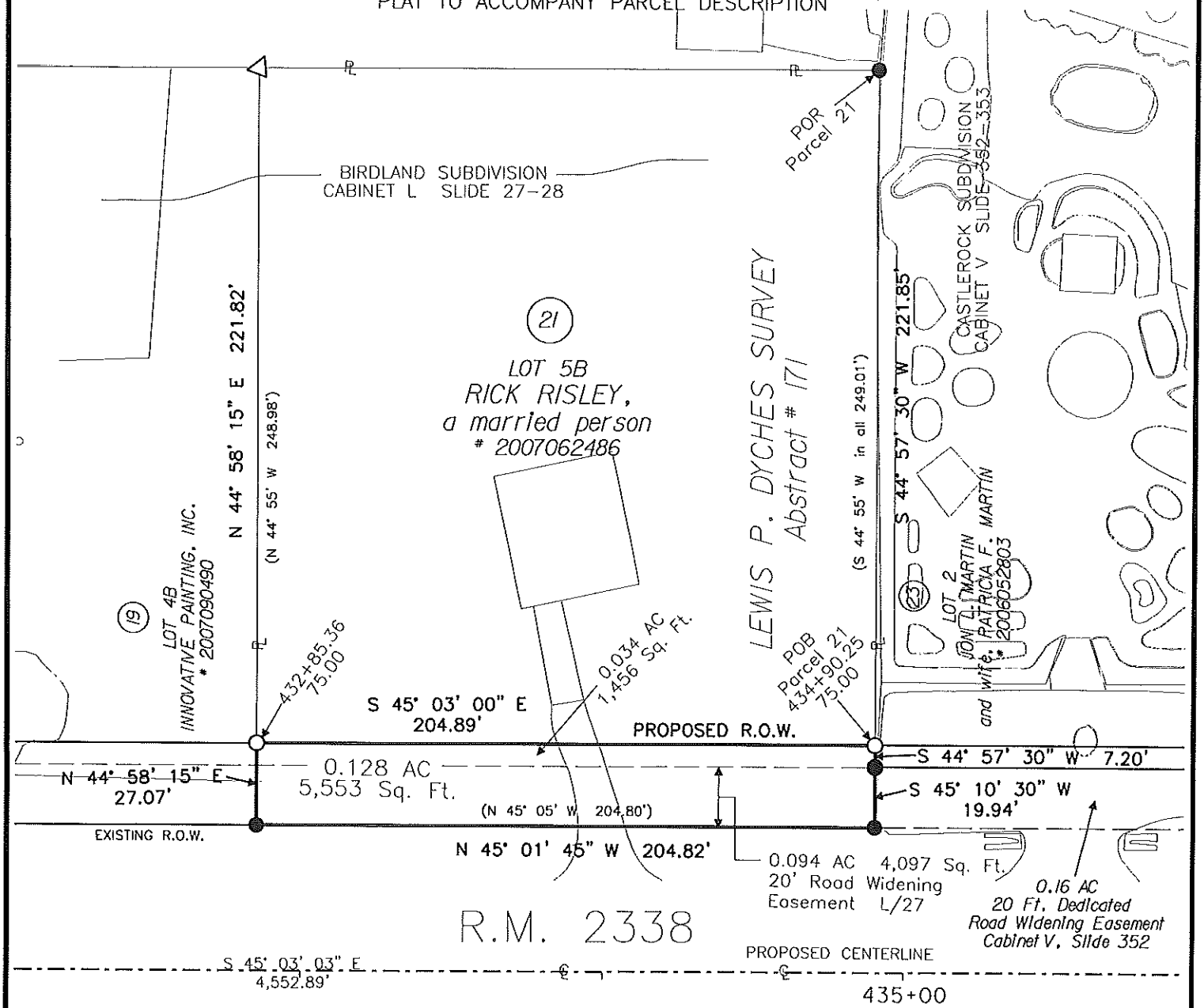
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place,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

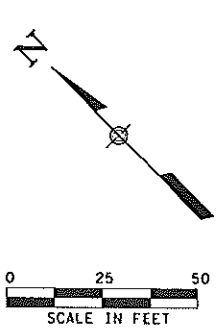
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2009, A.D.

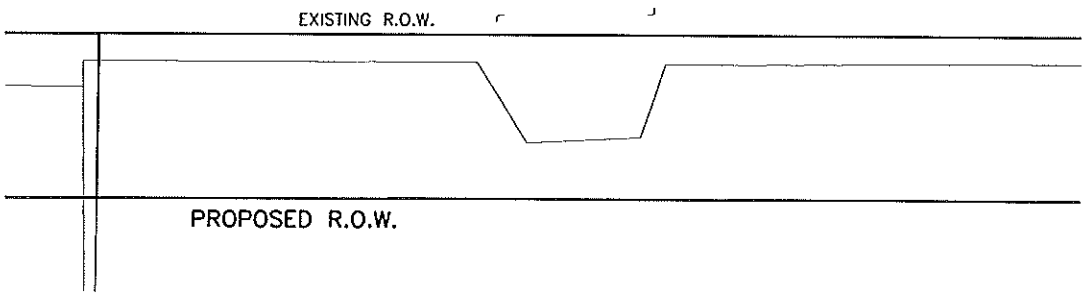
Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION







STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 FAX 512.930.9418 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

RICK RISLEY

Texas Department of Transportation

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

PARCEL: 21
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
- PL 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.

STATE OF TEXAS
REGISTERED
BRIAN F. PETERSON
3967
PROFESSIONAL
LAND SURVEYOR

3/12/09

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

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | FAX 512.930.9418 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

RICK RISLEY

Texas Department of Transportation
© 2009 by Texas Department of Transportation. All rights reserved.

SCALE:	CSJ #:	PROJECT:	COUNTY:	PARCEL: 21
1"= 50 '	2211-01-023	RM 2338	WILLIAMSON	Plat 2 of 2

21

EXHIBIT
tabbies
B

STATE OF TEXAS

COUNTY OF WILLIAMSON

WATERLINE EASEMENT

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

LEGAL DESCRIPTION

DESCRIPTION OF A 0.094 ACRE (4,097 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 5B, 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 5B, same being the northwest line of Lot 2, Castlerock Subdivision, a subdivision according to the plat of record in Cabinet V, Slides 352-353, said Plat Records of Williamson County, Texas, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-feet wide right-of-way, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found in said southeast line of Lot 5B for the west corner of said Lot 2 bears S44°57'36"W a distance of 7.20 feet;

THENCE leaving said southeast line of Lot 5B and said northwest line of Lot 2, crossing said Lot 5B, with said proposed northeast right-of-way line of R.M. 2338, N45°03'03"W a distance of 204.89 feet to a point being the intersection of said proposed northeast right-of-way line of R.M. 2338 and the northwest line of said Lot 5B, same being the southeast line of Lot 4B, said Birdland Subdivision, and from which a 1/2-inch iron rod found bears S44°58'22"W a distance of 27.06 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 5B and said southeast line of Lot 4B, N44°58'22"E a distance of 20.00 feet;

THENCE leaving said northwest line of Lot 5B and said southeast line of Lot 4B, with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, S45°03'03"E a distance of 204.88 feet to a point in said southeast line of Lot 5B and said northwest line of Lot 2;

THENCE with said southeast line of Lot 5B and said northwest line of Lot 2, S44°57'36"W a distance of 20.00 feet to said **POINT OF BEGINNING** and containing 0.094 acre.

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

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of September 2008.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of July 2009, A.D.

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



7/30/2009

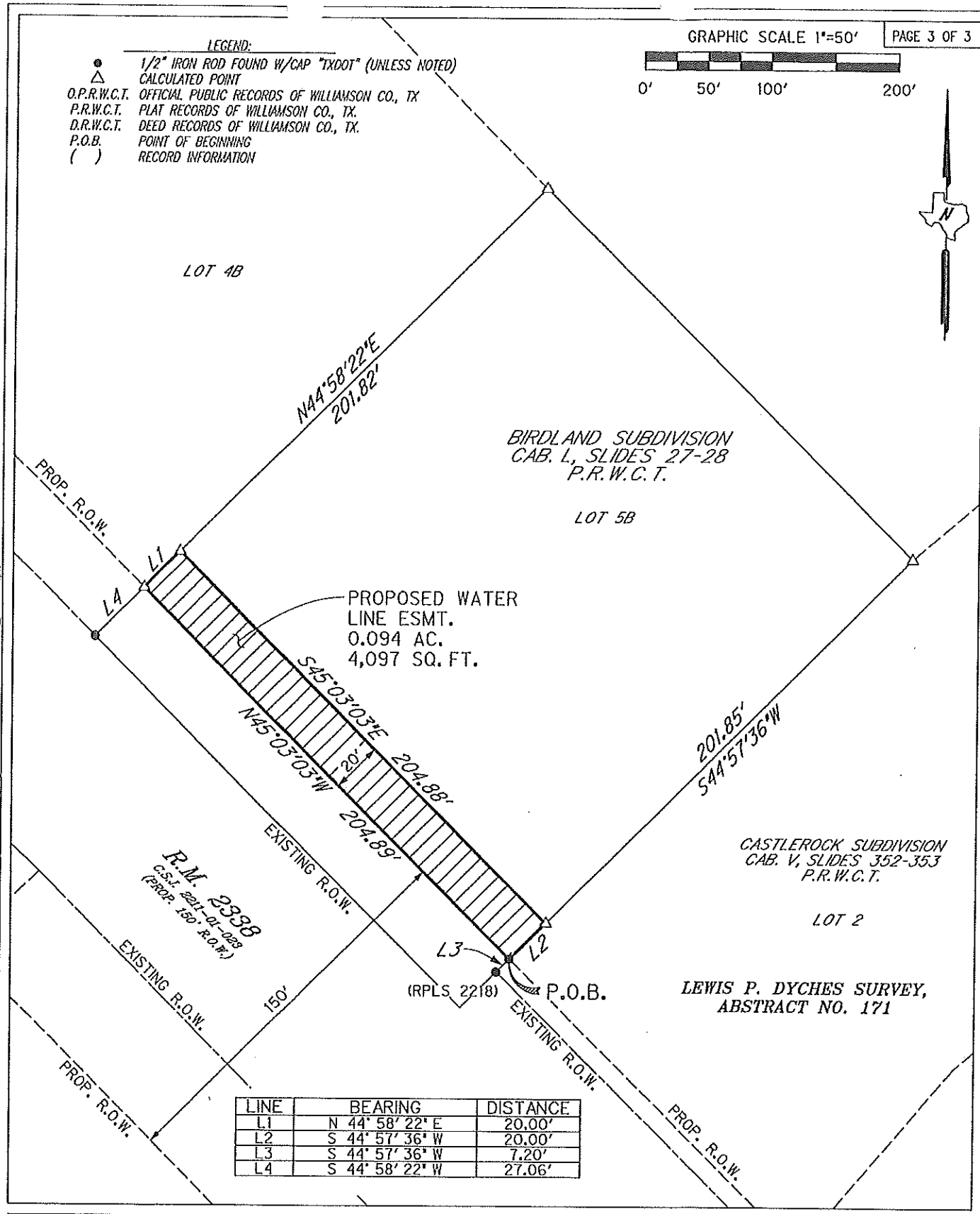
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

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(21)-26424.dgn, dated July 30, 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 44° 58' 22" E	20.00'
L2	S 44° 57' 36" W	20.00'
L3	S 44° 57' 36" W	7.20'
L4	S 44° 58' 22" W	27.06'

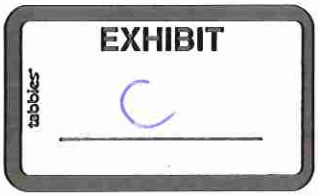
HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 21
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:	DATE:	ACCOMPANYING FILE NAME:	SKETCH BY:
26424	7/30/2009	SV-LD-P21-26424.doc	KKH

4,097 SQUARE FEET
~ 0.094 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

7/30/2009 4:10:57 PM ch2112 HALFF i:\26000s\26424\cadd\survey\S301-IS(21)-26424.dgn Design 2W_IR2200_8-5x11.plt



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 RICK RISLEY, not joined by my spouse as the property conveyed herein is my sole and separate property and forms no part of my homestead owned or occupied, hereinafter referred to as Grantor, 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 0.128 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 21)

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:

_____

Rick Risley

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

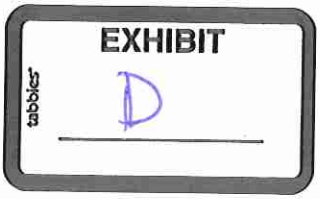
PREPARED IN THE OFFICE OF:

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:



WATER LINE EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2010

GRANTOR: RICK RISLEY

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 0.094 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 21WE).

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; (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 use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are 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:

_____

Rick Risley

Acknowledgement

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Rick Risley, 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

EXHIBIT
tabbies
E

ELECTRIC UTILITY EASEMENT

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

THAT RICK RISLEY, 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 0.094 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 21EE).

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 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:

_____
Rick Risley

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

Austin Real Estate Contract - US 183 (P2)
Commissioners Court - Regular Session

Date: 03/30/2010
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 Contract with John D. Austin and Rachel D. Austin for right-of-way needed on US 183. (P2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Austin RE Contract - US 183 (P2)

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 03/25/2010 09:41 AM
Final Approval Date: 03/25/2010	

REAL ESTATE CONTRACT
US 183 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JOHN D. AUSTIN and RACHEL D. AUSTIN, (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 1.681 acre tract of land, more or less, situated in the John B Robinson Survey, Abstract No. 521 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 2);

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. Notwithstanding anything herein to the contrary, Seller will retain all mineral rights, but will waive all surface rights.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of ONE MILLION TWO HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY ONE and 00/100 Dollars ($1,248,771.00).

Payment of Purchase Price

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

Additional Terms and Consideration

2.03. In addition to the Purchase Price and additional compensation stated above, the parties agree that the following provisions and terms are consideration for the sale and purchase (the "Continuing Obligations"):

a. Any existing billboard leases affecting the Property shall be terminated or otherwise released prior to the closing date.

b. Highway and Property elevations shall be constructed substantially in compliance with the plans shown on Exhibit "B" attached hereto.

All of the foregoing obligations shall survive any closing under this Agreement.

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.

Purchaser has not relied on any information, documentation or statement from or on behalf of Seller and has or will undertake all of its own reviews and due diligence with respect to the Property.

As a part of the consideration for this transaction, it is expressly agreed that THE CONVEYANCE OF THE PROPERTY TO PURCHASER SHALL BE MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS." EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATING OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO QUALITY AND SUITABILITY FOR ANY PURPOSE, PROVIDED THAT THIS DISCLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF ANY SPECIAL WARRANTY OF TITLE OF THE PROPERTY. These provisions will be contained in the deed conveying the Property.

ARTICLE V
CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before March 10, 2010, or at such earlier 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 indefeasible title in fee simple to the State of Texas 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 and rights indicated or shown on Schedule B of the Title Commitment issued under Title Resources Guaranty Company GF No. 9691-09-1365 dated effective May 21, 2009 or otherwise of record; provided, however, that any currently existing billboard leases affecting the Property shall be terminated prior to the closing date; 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 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 ("Permitted Exceptions"), provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to the lien for taxes shall be limited to the year of closing

(c) Deliver to Purchaser possession of the Property subject to the Permitted Exceptions 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 and commit to the Continuing Obligations.

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, except as stated herein.

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 within thirty days from the date hereof 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 and the rights of Purchaser hereunder shall terminate in full.

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 as its sole remedies: (1) enforce specific performance of this Contract; or (2) terminate this Agreement and request that the Escrow Deposit be forthwith returned by the title company to Purchaser.

ARTICLE VIII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX
MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County under terms acceptable to both parties. Any agreement must provide an indemnity of Seller from Purchaser's activities and provide a return of the property to its present condition if closing does not occur.

[signature page follows]

SELLER:

_____ Address:_____
John D. Austin

_____

Date:_____

_____ Address:_____
Rachel D. Austin

_____

Date:_____

PURCHASER:

County of Williamson

By: _____ Address: 710 Main Street, Suite 101
Dan A. Gattis, County Judge Georgetown, Texas 78626
Date: _____

Project Budget Transfer Request of 2006 Road Bond
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing 2006 Road Bond transfer request per recommendation of Mike Weaver, Road Bond Manager: transfer $1,800,000 from P175 (Chandler 3A/3B) split evenly in the amont of $900,000.00 to each project P214 (CR 119) and P216 (CR 110).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CR 119 - CR 110 MIKE MEMO

Form Routing/Status

Form Started By: Pam Navarrette
Started On: 03/22/2010 09:02 AM
Final Approval Date: 03/23/2010

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Pam Navarrette

From: Michael J. Weaver

Date: 3/18/2010

Re: New Project Numbers & Budgets

In anticipation of the approval of Professional Service Agreements (PSA) for engineering services on CR 101 and CR 119 Road Bond projects; please move $1,800,000.00 from Chandler Road, Phase 3A&B (P-175) into two (2) new P#'s ($900,000.00 in each new P#). This should cover these two new projects through design phases over the next year.

Project Budget Transfer Request for the 2006 Road Bonds
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing project transfer request for 2006 Road Bond per recommended by Mike Weaver, Road Bond Manager of the following projects: Right of Way (P180) transfer $3,280,027.11 to Westinghouse Road (P157) $7,840.35, CR 214 (P169) $86,909.90, SH 195 (P149) $1,588,409.28, SH 29 Safety Improvements (P217) $1,460,028.33, Williams Drive (P183) $2,000.00, CR 104 Phase II (P210) $68,206.80. and CR 138 (P179) $66,632.45.

Background

Right of Way project was set up for the undetermined costs on right of way for various projects. Periodically, a request to transfer out right of way project to the projects for accounting purposes.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: 3-30-10 ROW TRANSFER REQUEST P180

Form Routing/Status

Form Started By: Pam Navarrette
Started On: 03/25/2010 10:28 AM
Final Approval Date: 03/25/2010

P180 Expenses to be Reclassed Sep 2009 to March 2010

GL Period	Exp. Item Date	Task	Batch ID#	Check#	Reclass to Project	PCT	Vendor Name	Cost	Exp Comment
OCT-2009	15-Oct-09	2.3	10/15/09KEB2	***319423***	P210		TEXAS AMERICAN TITLE CO	$56,608.90	ROW, WMCO BONDS CR 104-BELT/PARCEL 3, 1.872 AC IN THE WOODRUFF STUBBLEFIELD SURVEY ABS NO 556
FEB-2010	16-Feb-10	2.3	02/15/10KEB2	***325922***	P210		TEXAS AMERICAN TITLE CO	$5,278.95	ROW, 0.107 AC OUT OF WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO 556, CR 104 PARCEL 4
DEC-2009	7-Dec-09	2.3	12/10/09KEB	***322765***	P210		TEXAS AMERICAN TITLE CO	$6,318.95	ROW, 0.272AC OUT OF THE WOODRUFF STUBBLEFIELD SURVEY, ABS NO. 556
OCT-2009	21-Oct-09	2.3	10/22/09KEB7	***319492***	P157		ADAMS MATERIALS	$7,840.35	WMCOFM 1460-NELSON FENCING COST, NELSON HOMESTEAD FENCE REPLACEMENT COST
DEC-2009	7-Dec-09	2.3	12/10/09KEB	***322764***	P169		TEXAS AMERICAN TITLE CO	$86,909.90	ROW, WMCO BONDS CR 214/TEXAS LAND FUND (PARCELS 2 & 6)
DEC-2009	16-Dec-09	2.3	12/17/09KEB1	***323138***	P183		WILLIAMSON CTY CLERK	$2,000.00	ROW, WMCO RM 2338-PHASE 1 PARCEL 53E/LOPEZ
SEP-2009	29-Sep-09	2.3	10/01/09NA1	***318570***	P217		TEXAS AMERICAN TITLE CO	$353,477.90	ROW, WMCO SH 29-WAYHART ADVANCE PURCHASE, 2.297 AC (LOT 1C, BLOCK A OF LIBERTY MEADOWS)
JAN-2010	22-Dec-09	2.3	12/29/09KEB10	***323558***	P217		TEXAS AMERICAN TITLE CO	$416,826.18	RIGHT OF WAY, 2.919 ACRES OUT OF THE ISAAC DONEGAN SURVEY, AW0178, SH 29 ADVANCE ACQUISITION
JAN-2010	7-Jan-10	2.3	01/14/10DF	***324197***	P217		TEXAS AMERICAN TITLE CO	$393,483.90	ROW, 2.2987 ACRES OUT OF ISSAC DONEGAN SURVEY, ABS NO 178, ADV ACQ/ESTANCIA PROP, MCO SH 29
JAN-2010	12-Jan-10	2.3	01/14/10DF	***324196***	P217		TEXAS AMERICAN TITLE CO	$19,421.45	ROW, 0.123 AC TRACT OUT OF J B ROBINSON SURVEY ABS NO 52, WAYHART LTD, WMCO SH29
JAN-2010	19-Jan-10	2.3	01/21/10KEB1	***324552***	P217		TEXAS AMERICAN TITLE CO	$161,611.10	ROW, 1.649 AC OUT OF THE NOAH SMITHWICK SURVEY, ABS.NO 590, SH 29 ADV ACQ
MAR-2010	18-Mar-10	2.3	03/18/10DF	***327405***	P217		TEXAS AMERICAN TITLE CO	$115,207.80	0.949 AC OUT OF ISAAC DONAGAN SURVEY ABS#178, SH 29 DEVELOPMENT
FEB-2010	10-Feb-10	2.3	02/18/10KEB2	***325829***	P149		MARK & JAMIE SHELTON	$28,539.00	WMCO SH 195 SECTION 1-PARCEL 58/SHELTON PUA, 0.190 AC OUT OF M WELLS SURVEY, ABS NO 646
FEB-2010	16-Feb-10	2.3	02/18/10KEB2	***325731***	P149		GEORGETOWN TITLE CO	$266.03	FILE#900064339, EASEMENT, 0.084 OF AN ACRE OUT OF 3.00 ACRES
FEB-2010	16-Feb-10	2.3	02/18/10KEB2	***325730***	P149		GEORGETOWN TITLE CO	$266.03	FILE#900064341, EASEMENT, 0.084 OF AN ACRE OUT OF 48.65 ACRES
FEB-2010	16-Feb-10	2.3	02/18/10KEB2	***325733***	P149		GEORGETOWN TITLE CO	$2,072.03	ROW, 0.143 AC & 0.215 AC OUT OF C C WYATT SURVEY A-644, SH 195 SEG 1 PARCEL 55
FEB-2010	17-Feb-10	2.3	02/18/10KEB2	***325732***	P149		GEORGETOWN TITLE CO	$250,146.00	WMCO SH195 SEGMENT 1-PARCEL 52/BRIZENDINE & SIMPSON, 5.635 AC OUT OF M WELLS SURVEY, ABS NO 656
FEB-2010	18-Feb-10	2.3	02/15/10DF2	***325729***	P149		GEORGETOWN TITLE CO	$98,715.48	2.038 AC OUT OF J HORNSBY SURVEY ABS NO 285, SH 195 SEG 1 PARCEL 13/BRANDT
FEB-2010	18-Feb-10	2.3	02/15/10DF2	***325728***	P149		GEORGETOWN TITLE CO	$356,677.48	29.901 AC OUT OF J HORNSBY SURVEY ABS NO 285, SH 195 SEG 1 PARCEL 14/BRANDT
MAR-2010	11-Mar-10	2.3	03/11/10NA2	***326795***	P149		GEORGETOWN TITLE CO	$4,225.03	0.382 ACRES OUT OF C.C. WYATT SURVEY-CTSUD EASEMENT, SH 195 SEG 1 PARCEL 45 BENDELE
MAR-2010	10-Mar-10	2.3	03/11/10KEB	***326794***	P149		GEORGETOWN TITLE CO	$194,638.48	18.898 AC & 0.829 AC OUT OF C.C. WYATT SURVEY ABS NO 523, SH 195, SEC 1, PARCELS 41 & 57
MAR-2010	10-Mar-10	2.3	03/11/10KEB	***326882***	P149		MERLIN LESTER	$652,863.72	3.687 ACRES OUT OF THE W ROBERT SURVEY, NO 524, SH 195, SEC 4, PARCEL 113
MAR-2010	4-Mar-10	2.3	03/04/10NA2	***326603***	P179		TEXAS AMERICAN TITLE CO	$66,632.45	ROW 0.4352 AC OUT OF THE ND WALLING SURVEY FILE NO 569, PATENT 233, WMCO CR 138/BRIDGES
								$3,280,027.11	

Project	Amount
P149	$1,588,409.28
P157	$7,840.35
P169	$86,909.90
P217	$1,460,028.33
P179	$66,632.45
P183	$2,000.00
P210	$68,206.80
P180	$3,280,027.11

Sheets & Crossfield, P.C.
ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V# 23063
Cedar Park
P180
2006R

RECEIVED
SEP 30 2009
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

10-01-09

Request for Check

D=ROW,

Project Name: WMCO SH 29-Wayhart Advance Purchase

Legal description:

2.297 AC (Lot 1C, Block A of Liberty Meadows)

Name on Check:
Texas American Title

SSN#:
74-2771227

Inv#
9691-09-1546

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
$353,477.90

Date to Pick Up Check:
10/6/09

Requested by:

Date:09/29/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date:
Dan A.Gattis, County Judge
Williamson County

9177

HOLD

Sheets & Crossfield, P.C.
ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

FY 09/10 New Year

P180 2006R 2-3 ROW

10-21-09

HOLD

Request for Check

Project Name: WMCO FM 1460-Nelson Fencing Cost

Legal description:

Nelson Homestead Fence Replacement Cost

Name on Check: #35844
Adams Materials

SSN#: [redacted]

HOLD

Mailing Address:
16170 Abbott Springs Lane
Florence, TX 76527

Amount of Check:
$7,840.35

Date to Pick Up Check:
10/27/09

Requested by:

Date:10/21/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

HOLD

Approved by:

Date: 10/21/09
Dan A.Gattis, County Judge
Williamson County

HOLD

957

Blank WMCO check request (00111875).DOC/jw

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD for FY 09/10 new year

V# 23063 CP P180 2006R ✓ 2-3 ROW

OCT 15 2009

10-15-09

Request for Check

HOLD

D= ROW

Project Name: WMCO Bonds CR 104--Belt/Parcel 3

Legal description:

1.872 AC in the Woodruff Stubblefield Survey, ABS. No 556

Name on Check:
Texas American Title

SSN#:
74-2771227

✓ 10/15/09

✓ 9691-09-1350

HOLD

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
$56,608.90 ✓

HOLD

Date to Pick Up Check:
10-20-09

Requested by:

Date:
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 10-15-09 ✓
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

P210

HOLD

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V-#230103
CR
P180
2006R
2-3
Row

HOLD

Dan Gattis
12-09-09

Request for Check

9691-09-1352 ✓

D=ROW,
Project Name: WMCO Bonds CR 104/Gattis

Legal description:

0.272AC out of the Woodruff Stubblefield Survey, ABS NO. 556

Name on Check:
Texas American Title

SSN#:
74-2771227

HOLD

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DEC - 9 2009
RUSH PD
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
$6,318.95 ✓

Date to Pick Up Check:
12/15/09

Requested by:

Date: 12/7/09
Lisa Lworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date:
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

9/16/9
PAID

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD

9691-08-1440

V#23003
CP
P180
2006R
2-3
ROW

HOLD

Request for Check

D-ROW,

HOLD

Project Name: WMCO Bonds CR 214/Texas Land Fund (Parcels 2 & 6)

Legal description:

Parcels 2 and 6/CR 214

12-09-09

Name on Check:
~~Texas~~ American Title

HOLD

SSN#:
74-2771227

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DEC - 9 2009
PUSH PAY
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
$86,909.90

Date to Pick Up Check:
12/15/09

Requested by:

Date: 12/7/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date:
Dan A. Gattis, County Judge
Williamson County

HOLD

HOLD

9169

Texas American Title Co

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD

Title #23063 Cedar Park
P180
2006R
23
ROW
12-22-09

Request for Check

Project Name: WMCO Bonds SH 29 Advance Acquisition (4400 West LLC)

Legal description:

D=ROW; 2.919 acres out of the Isaac Donegan Survey, AW0178

9691-09-1689

Name on Check:
Texas American Title

SSN#:
74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

HOLD

HOLD

Amount of Check:
$416,826.18

Date to Pick Up Check:
1/5/10

Requested by:

Date:12/22/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

12-22-09
Date: 12/22/09
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

HOLD

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V# 23063
Cedar
P 180
2006R
2.3
ROW
1310

RECEIVED
JAN 13 2010
PUSH PAY NOW
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Request for Check

HOLD

Project Name: WMCO SH 29 Advance Acquisitions/Estancia Properties

Legal description:

WMCO SH29
D-ROW, 2.2987 acres out of the Isaac Donegan Survey, Abs NO 178, Williamson County

Name on Check:
Texas American Title

SSN#:
74-2771227

HOLD 9691-09-1695

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
$393,483.90

Date to Pick Up Check:
1/19/10

Requested by:

Date: 1/7/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

HOLD

Approved by:

Date: 1/12/10
Dan A.Gattis, County Judge
Williamson County

HOLD

871

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD

V# 23063
Cedar
P180
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2.3
ROW

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JAN 13 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

1-13-10

Request for Check

HOLD

Project Name: WMCO SH 29-Wayhart Ltd.

Legal description:

D-ROW, 0.123 Ac tract out of the J.B. Robinson Survey Abs. NO 52, WMCO SH29

Name on Check:
Texas American Title

SSN#:
74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

HOLD

9691-09-1607

Amount of Check:
$19,421.45

Date to Pick Up Check:
1/19/10

Requested by:

Date: 1/12/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 1/12/10
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

9771

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD

V# 23063
~~CR~~ Cedar
9180
5006R
2-3
Road
1-20-10

Request for Check

Project Name: WMCO SH29-Advance Acquisitions-Jeff Lloyd tract
(PITI)

Legal description:

D-ROW, 1.649 AC out of the Noah Smithwick Survey, ABS. NO 590, SH29 Adv Acq

Name on Check:
Texas American Title

HOLD

SSN#:
74-2771227

HOLD

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

9191-10-1006

Amount of Check:
$161,611.10

Date to Pick Up Check:
1/26/10

Requested by:

Date: 1/19/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 1/19/10
Dan A.Gattis, County Judge
Williamson County

RECEIVED
JAN 20 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS

HOLD

PUSH PAY NOW

HOLD

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

MAR 18 2010

Request for Check

HOLD HOLD

V#23063 Cedar P180 2006R 2.3 ROW 3-18-10

Project Name: WMCO SH 29 Advance Acquisitions-MGC Highway 29 Development

Legal description:

D= 0.949 AC out of ~~the~~ Isaac Donagan Survey Abs. NO 178, SH29 Development

Name on Check:
Texas American Title

SSN#:
74-2771227

9691-10-1072

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

HOLD

Amount of Check:
$115,207.80

Date to Pick Up Check:
3/23/10

Requested by:

Date:3/18/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 3/18/10
Dan A.Gattis, County Judge
Williamson County

HOLD HOLD

(P171)

#36283
Rockdale

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

$180
200R
2-3
R/W

HOLD

Request for Check

HOLD

REC
FEB 17 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2-17-10

Project Name: WMCO SH195 Section 1-Parcel 58/Shelton PUA

Legal description:

0.190 AC out of the M. Wells Survey, ABS. NO 646

Name on Check:
Mark Shelton
Jamie Shelton

SSN#:
[redacted]

HOLD

SH195/P58

Mailing Address:
925 Allday
Rockdale, TX 76567

Amount of Check:
$28,539.00

Date to Pick Up Check:
2/23/10

Requested by:

Date:2/10/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 2/10/10
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

Blank WMCO check request (00111875).DOC/jw

(P149)

214
Geo

P180
2006 R
2.3
ROW

INVOICE

Georgetown Title Company, Inc.

P.O. Box 689
Georgetown, TX 78627

BILL TO: Williamson County
710 Main Street
Georgetown, TX 78626

HOLD

Invoice Date: February 16, 2010
Payment Due: February 26, 2010
Invoice No: 939

ATTN:

File No: 900064339
Buyer: Chisholm Trail Special Utility Dist
Seller: Earsel D. Hyden

Sales Amount: 1,200.00
Loan Amount: 0.00

PROPERTY INFORMATION:

HOLD

HOLD

PIN:
Town: D=File#900064339, Easement,
Abstract Name: 0.084 of an acre out of 3.00 acres ~~in Harrison~~
Abstract No:

State: TX
County: Williamson
Reference: Owner's Policy

Tract:
Splits:

Item Code	Description	Amount
OTP	Owners Premium	229.00
MSC	State of Texas Policy Guaranty Fee	5.00
TX	Tax Certificate	32.03
	Total:	**$266.03**

Thank you for your Order. Please remit the above amount to the address shown above.

HOLD

RECEIVED
Push
FEB 1 , 2010
Pay Now
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

HOLD
sheets Crossfield

1 of 2 invoices

HOLD

INVOICE

214 Geo

Georgetown Title Company, Inc.

P.O. Box 689
Georgetown, TX 78627

P180
2006R
2.3
ROW

BILL TO: Williamson County
710 Main Street
Georgetown, TX 78626

ATTN:

HOLD

Invoice Date: February 16, 2010
Payment Due: February 26, 2010
Invoice No: 938

File No: 900064341
Buyer: Chisholm Trail Special Utility Dist
Seller: Mitchell Gower, Trustee of the Bennie Gower

Sales Amount: 1,500.00
Loan Amount: 0.00

PROPERTY INFORMATION:

CR 244
Florence, TX 76527

PIN:
Town: D=File#900064341, Easement,
Abstract Name: 0.084 of an acre out of 48.65 acres ~~in Washi~~
Abstract No:
Tract:
Splits:

State: TX
County: Williamson
Reference: Owner's Policy

Item Code	Description	Amount
OTP	Owners Premium	229.00
MSC	State of Texas Policy Guaranty Fee	5.00
TX	Tax Certificate	32.03
	Total:	**$266.03**

Thank you for your Order. Please remit the above amount to the address shown above.

HOLD

HOLD

HOLD
Sheets & Crossfield

RECEIVED
FEB 17 2010
Push PAY NOW
AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS

2 of 2 invoices

Vt# 214
GEO
P180
20aeR
2-3

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

RECEIVED
FEB 17 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2-17-10

HOLD

Request for Check

HOLD

Project Name: WMCO SH 195 Segment 1 CTSUD Easements

Legal description:

Parcel 9/Hyden and Parcel 39/Gower

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

Mailing Address:
702 Rock Street
Georgetown TX 78626

HOLD

Amount of Check:
$532.06

2 invoices attached

Date to Pick Up Check:
2/23/10

Requested by:

Date:2/16/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 2/16/10
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

(P149)

V#23063
Cedar

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

HOLD

P180
2006R
2-3
ROW
Pamela Miller
2-17-10

RECEIVED
FEB 17 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Request for Check

Project Name: WMCO Bonds CR 104/Parcel 4-Schmickrath

Legal description:

D=ROW, 0.107 AC out of ~~the~~ Woodruff Stubblefield Survey, Abstract NO 556, CR 104 Parcel 4

Name on Check:
Texas American Title

HOLD

SSN#:
74-2771227

HOLD

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

9691-09-1351

Amount of Check:
$5,278.95

Date to Pick Up Check:
2/23/10

Requested by:

Date:2/16/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 2/16/10
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

(P210)

V#214 pay attached
GEO
7180
2010 R 2-3 Row
HOLD
Pamela Hall 2-17-10

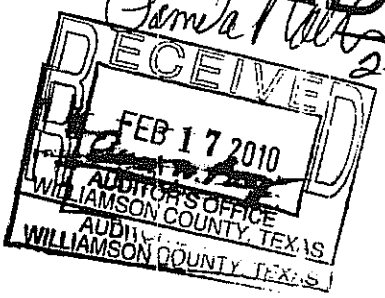
Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • Fax 512-255-8986

HOLD

Request for Check



Project Name: WMCO SH 195 Segment 1-Parcel 55/Boggs

Legal description:

D-ROW, 0.143 AC and 0.215 AC out of ~~the~~ C.C.Wyatt Survey ~~A-644~~, ~~SH195~~ Seg 1 Parcel 55

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

SH195/S1P55 ✓
HOLD

Mailing Address:
702 Rock Street
Georgetown TX 78626

HOLD

Amount of Check:
$2,072.03 ✓

Date to Pick Up Check:
2/23/10

Requested by:

Date:2/16/10 ✓
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 2/16/10
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

(7145)

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

HOLD

RECEIVED
FEB 17 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Request for Check

HOLD

V#214
Geo
P180
500 & R
2-3
Row
2-17-10

Project Name: WMCO SH 195 Segment 1-Parcel 52/Brizendine & Simpson

Legal description:

5.635 AC out of the M. Wells Sruvey, Abs. NO 656

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

HOLD

SH195/52

HOLD

Mailing Address:
702 Rock Street
Georgetown ~~TX 78626~~

Amount of Check:
$250,146.00

Date to Pick Up Check:
2/23/10

Requested by:

Date:2/17/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 2-17-2010
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

(P149)

Georgetown Title Company

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

HOLD

Request for Check

V#214
GEO
P180
Deed
2.3
Deed

HOLD

Project Name: WMCO SH 195 Segment 1-Parcel 13/Brandt

Legal description:

2.038 AC out of the H. Hornsby Survey Abs. NO 285

2-18-10

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

RECEIVED
FEB 18 2010

HOLD

Mailing Address:
702 Rock Street
Georgetown TX 78626

8000636886

Amount of Check:
$98,715.48

Date to Pick Up Check:
2/23/10

Requested by:

2/18/10

Date:2/19/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 2/19/10
Dan A.Gattis, County Judge
Williamson County

HOLD HOLD

Georgetown Title Company

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

HOLD

V#214
GEO
9180
2006R
2.3
ROW

HOLD

Request for Check

Project Name: WMCO SH 195 Segment 1-Parcel 14/Brandt

Legal description:

29.901 AC out of the J. Hornsby Survey Abs. NO 285

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

RECEIVED
FEB 18

Mailing Address:
702 Rock Street
Georgetown TX 78626

HOLD 8000003685

Amount of Check:
$356,677.48

Date to Pick Up Check:
2/23/10

Requested by:

2/18/10

Date: 2/19/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

~~Approved by:~~

Date: 2/19/10
Dan A.Gattis, County Judge
Williamson County

(8149)

HOLD

HOLD

(Georgetown Title Co)

VL# 214
GEO
P180
2006R
2.3
ROW

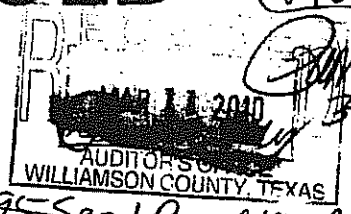
Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

Request for Check

HOLD HOLD



3/11/10

Project Name: WMCO SH 195-Segment 1 Parcel 45/Bendele

Legal description:

D= 0.382 ~~acres out of the~~ C.C. Wyatt Survey-CTSUD Easement, ~~SH 195 Seg 1 Parcel 45 Bendele~~

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

HOLD

~~Mailing~~ Address:
702 Rock Street
Georgetown TX 78626

900064344

~~Amount~~ of Check:
$ 4,225.03

Date to Pick Up Check:
3/16/10

Requested by:

Date:3/11/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 3/11/10
Dan A.Gattis, County Judge
Williamson County

HOLD HOLD

P149

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

Request for Check

V#214 Geo P180 2006R in 2.3 Row

Project Name: WMCO SH 195 Section 1-Stonewood/Parcels 41 & 57

Legal description:

D= 18.898 AC and 0.829 AC out of ~~the~~ C.C. Wyatt Survey Abs. NO 523, SH195, Sec 1 Parcels 41 & 57

3-11-10

Name on Check:
Georgetown Title Company

SSN#:
74-1499343

214 Geo

Mailing Address:
702 Rock Street
Georgetown TX 78626

80006390

Amount of Check:
$194,638.48

Date to Pick Up Check:
3/16/10

Requested by:

Date:3/10/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 3/10/10
Dan A.Gattis, County Judge
Williamson County

RECEIVED
MAR 11 2010
AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS

B149

Texas American Title Co

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

Inv#
9691-09-1549

Inv#23063
Cedar Park
P180
2006R
23 Row

MAR - 4 2010
Return to Req
WILLIAMSON

3-04-10

Request for Check

HOLD

Project Name: WMCO CR 138/Bridges

Legal description:

Row

0.4352 AC out of the N.D.Walling Survey File NO 569, Patent 233

Name on Check:
Texas American Title

SSN#:
74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

HOLD

Amount of Check:
$66,632.45

Date to Pick Up Check:
3/9/10

Requested by:

Date:3/4/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 3/4/10
Dan A.Gattis, County Judge
Williamson County

HOLD

HOLD

(P179)

#34876
ESCROW

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

P180 Deed R 0.3 Row
3-11-10

Request for Check

Project Name: WMCO SH 195 Section 4-Parcel 113/Shell Hwy 195, LLC

Legal description:

D = 3.687 acres out of the W. Robert Survey, NO 524, SH 195 Sec 4 Parcel 113

Name on Check:
Merlin Lester, Escrow
34876 ESCROW

SSN#:
74-2273561

Mailing Address:
213-A West 8th Street
Georgetown, Texas 78626

P#113

Amount of Check:
$652,863.72

Date to Pick Up Check:
3/16/10

Requested by:

Date:3/10/10
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 3/10/10
Dan A.Gattis, County Judge
Williamson County

RECEIVED
MAR 11 2010
PUSH PAY
AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS

P149

Sheets & Crossfield, P.C.
ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD

V#6903
Add Site GEO
P180
2006R
2-3 ROW

RECEIVED
DEC 16 20
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS
12/16/09

Request for Check

C#09-1424-CC4

D=ROW

Project Name: WMCO RM 2338-Phase 1 Parcel 53E/Lopez

Legal description:

CTSUD Easement Tract

HOLD

Name on Check:
Williamson County Clerk

Do Not Mail

SSN#:
N/A

Mailing Address:
PO Box 18
Georgetown, TX 78627

HOLD

Amount of Check:
$2,000.00

Date to Pick Up Check:
12/22/09

Requested by:

Date: 12/16/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

HOLD

Approved by:

Date: 12/16/09
Dan A. Gattis, County Judge
Williamson County

HOLD

3183

Blank WMCO check request (00111875).DOC/jw

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 03/30/2010
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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 03/02/2010 02:05 PM

Final Approval Date: 03/02/2010

Consider amending agreement with Mr. Clifton Kotrla on Agricultural Lease Land Located East of Jonah, TX (Byers' Tract).

Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider amending agreement with Mr. Clifton Kotrla on Agricultural Lease Land Located East of Jonah, TX (Byers' Tract).

Background

With the planting of Pecan trees at Byers we have reduced the farming acreage available to Mr. Kotrola by three (3) acres. Also to avoid any potential conflict with Oncor and power pole construction we seek to remove those acres (15) from the agreement for this year. It is anticipated that the majority of those acres will be available for production next season. Mr. Kotrla's agreement was initially approved 08/26/08 to farm 245 acres (with this amendment 227 acres) at $60 per acre plus a % of the crop. The amendment will reduce Mr. Kotrla's amount by $1080.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: First ammendment

Form Routing/Status

Form Started By: Jim Rodgers
Started On: 03/18/2010 08:18 AM
Final Approval Date: 03/23/2010

FIRST AMENDMENT TO FARM LEASE

THIS FIRST AMENDMENT TO FARM LEASE (this "**Amendment**") is entered into effective as of March 30, 2010, between Williamson County, Texas ("**Lessor**"), and Clifton F. Kotrla ("Lessee") is entered into effective as of March 30, 2010.

RECITALS:

A. Lessor and Lessee entered into a certain Farm Lease (the "**Lease Agreement**") dated August 26, 2008 (the Lease Agreement and this Amendment are hereinafter collectively referred to as the "**Lease**") for premises identified in the Lease Agreement as being approximately 245 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "**Premises**");

B. Due to factors beyond the control of the Lessor, the amount of acreage that can be utilized for the purposes contemplated in the Lease Agreement must be decreased for the Second Lease Period (being defined in the Lease Agreement as the period from October 1, 2009 to September 30, 2010);

C. Lessor and Lessee now desire to amend the Lease subject to the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease, the parties hereto agree, and the Lease is amended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.

2. **Decrease of Premises During Second Lease Period**. For the Second Lease Period, Lessor and Lessee agree to decrease the amount of acreage of the Premises from the original 245 acres, more or less, to the lesser amount of 227 acres, more or less.

3. **Rent for Second Lease Period**. Due to the above described decrease in the size of the Premises, Lessor hereby agrees to decrease the Rent amount due for the Second Lease Period from the original amount of FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($14,700.00) to the decreased amount of THIRTEEN THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS ($13,620.00).

4. **Rental Payments for Second Lease Period.** For the Second Lease Period, the rent shall be paid in two (2) separate installments, with the first installment of SIX THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS ($6,810.00) being due on or before May 31, 2010 and the second installment of SIX THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS ($6,810.00), plus the applicable crop share and the share of government subsidies described in the Lease Agreement being due on or before December 31, 2010.

5. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Lease; and the Lease and this Amendment are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease, as modified herein, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease.

7. **Extent of Amendment.** This Amendment shall only apply to the Second Lease Period. Following the Second Lease Period, the Premises and the Rental for the premises shall return to the original amounts sets forth in the Lease Agreement. All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of March 30, 2010.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____
Clifton F. Kotrla

Community Mentoring Program Resolution
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving the JABG grant resolution for the Community Mentoring Program under the Governor's Office/Criminal Justice Division for the Juvenile Services Department

Background

First year requested funding for the JABG Community Mentoring Program grant in the amount of $29,803 from the Governor's Office, with a cash match amount of $3,311 from Williamson County. This program will target youth ages 10-17 on court ordered probation or deferred prosecution. The majority of those served will use the program as a transition service immediately upon release from a residential placement facility. The goal of this program is for the mentors to assist the youth in making positive changes that will help them successfully complete their probation by assisting with school performance, family relationships, life skills, and involvement in positive activities. The program will also strive to reduce violations of probation, recidivism, and additional placement in residential facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: \\Juvenile\users\RMurray\WORD\Grants\2010 2312201 JABG Comm Mentor Prog Resolution.doc.docx

Form Routing/Status

Form Started By: Robyn Murray
Started On: 03/18/2010 01:56 PM
Final Approval Date: 03/23/2010

RESOLUTION

STATE OF TEXAS

COUNTY OF WILLIAMSON

WHEREAS, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the JABG Community Mentoring Program, Application Number 2312201, be operated for the 1st year; and

WHEREAS, Williamson County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of $29,803 to be submitted to the Office of the Governor, Criminal Justice Division, Fund JJDP Program; and

WHEREAS, The Williamson County Commissioners Court has agreed to provide a ten - percent (10%) matching moneys for the said project in the amount of $3,311, or an amount equal to one-fourth of the total project cost, as required by the grant application; and

WHEREAS, The Williamson County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, Williamson County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The Williamson County Commissioners Court has agreed that a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant is hereby identified as the Williamson County Judge.

NOW THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court approves submission of the grant application to the Governor's Criminal Justice Division for the JABG Community Mentoring Program, Application Number 2312201, in the amount of $33,114.

Signed by the County Judge _____

Dan A. Gattis

Passed and Approved on this the 30th day of March, 2010.

Attest: Signed by the County Clerk _____

Nancy Rister

Discuss and take appropriate action to award a contract for "Health and Welfare Benefits Broker/Consultant Services for Williamson County".

Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to award a contract for "Health and Welfare Benefits Broker/Consultant Services for Williamson County".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Broker/Consultant Comparison
Link: Draft Consulting Agreement
Link: 100% Performance Guarantees

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 03/25/2010 08:51 AM
Final Approval Date: 03/25/2010

	BeneTex	MHBT	Holmes Murphy	Valley Risk	Higginbotham	Smith & Assoc.	CCBS-City-County	Wells Fargo Ins.
Broker Services								
Annual Rate	Included	$96,000.00	Included	$90,000.00	Included	Included	$60,000.00	Included
Monthly Rate	Included	$8,000.00		$7,500.00			See Page 34	
Consultant								
Benefit Plan Design								
Annual Rate	Included	Included	Included	$32,400.00	Included	Included	$8,000.00	Included
Monthly Rate	Included			$2,700.00			See Page 34	
Reporting								
Annual Rate	Included	Included	Included	$27,000.00	Included	Included	In Broker Service	Included
Monthly Rate	Included			$2,500.00				
Regulatory Comp.								
Annual Rate	Included	Included	Included	$5,400.00	Included	Included	In Broker Service	Included
Monthly Rate	Included			$450.00				
Claims Audit								
Annual Rate	***$15-$20K**	Included	Included	$10,800.00	Included	Included	N/A	At net Cost
Monthly Rate	N/A			$900.00				At net Cost
Communications								
Annual Rate	Included	Included	Included	$16,200.00	Included	Included	In Broker Service	Included
Monthly Rate	Included			$1,350.00				
Disease Manage.								
Annual Rate	***Included**	Included	Included	$5,400.00	Included	Included	$60,750.00	Included
Monthly Rate	Included			$450.00			$6,750.00	
Customer Service								
Annual Rate	Included	$18,000.00	Included	$10,800.00	Included	Included	In Broker Service	Included
Monthly Rate	Included	$1,500.00		$900.00				
Optional	None	None	GASB/MediCare	None	None	None	None	N/A
Annual Rate			TBD					
Monthly Rate			TBD					
	***See Part F**							
Entire Package								
Annual	**$72,000.00**	**$114,000.00**	**$80,000.00**	**$198,000.00**	**$120,000.00**	**$36,000.00**	**$149,000.00**	**$105,000.00**
Monthly	**$6,250.00**	**$9,500.00**	**$6,666.66**	**$16,500.00**	**$10,000.00**	**$3,000.00**	**See Page 34**	**$8,750.00**
	12 months	**12 months**	**12 months**	**12 months**	**12 months**	**12 months**	**9 months**	**12 months**
	BeneTex	**MHBT**	**Holmes Murphy**	**Valley Risk**	**Higginbotham**	**Smith & Assoc.**	**CCBS-City-County**	**Wells Fargo Ins.**
Point of Contact	Jeff Kloc,	Keith Carmichael	Jarrad Wills	Roger Garza	Robert Causey, Jr.	Eric D. Smith	Roger Treacy	Brent Vickery,
	Senior VP	President	Senior Consultant		Managing Direc.	Owner	Partner	VP, Sr Consultant
	512-930-7700	512-226-7900	214-265-6334	956-664-1430	214-346-4446	800-667-9903	281-295-3011	214-365-4740
	jeff@benetex.com							

		keith_carmichael@mhbt.com						
			jwills@holmesmurphy.com					
				roger@vrctx.com				
					rcausey@higginbotham.net			
						eric.smith@smith-associates.com		
							Bob.Treacy@c-cbs.org	
								brent_vickery@wellsfargois.c
$36,000.00	$3,000.00	12 months		Smith & Assoc.				
$72,000.00	$6,250.00	12 months		BeneTex				
$80,000.00	$6,666.66	12 months		Holmes Murphy				
$105,000.00	$8,750.00	12 months		Wells Fargo Ins.				
$114,000.00	$9,500.00	12 months		MHBT				
$120,000.00	$10,000.00	12 months		Higginbotham				
$149,000.00	See Page 34	9 months		CCBS-City-County				
$198,000.00	$16,500.00	12 months		Valley Risk				
Annual	Monthly							

om

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") AND SMITH & ASSOCIATES CONSULTING (the "Consultant") for the provision of consultant services to County in relation to its Employee Health Benefit Plan.

Article I - Recitals

Section 1.01 - Parties

A. County provides life, medical, dental, workers' compensation, and other related insurance or benefit coverage for their employees.

B. Consultant is a consulting company doing business at P. O. Box 92398, Southlake, Texas 76092.

C. County desires to engage the services of the Consultant to perform the duties and functions set forth in this Agreement, and the Consultant desires to perform such duties for County, on the terms and conditions set forth herein.

Section 1.02 - Purpose

The parties enter into this Agreement in order to provide a full statement of their respective responsibilities. This Agreement supersedes any and all other understandings or Agreements between the parties, either oral or in writing, with respect to the subject matter hereof; any understanding, Agreement, statement, or promise relating to the subject matter hereof that is not contained in the Agreement or an addendum hereto shall not be valid or binding.

Article II - Rights and Obligations of Parties

Section 2.01 - Consultant

County seeks to retain the Consultant as its advisor with respect to the matters specified in Section 2.06 of this Agreement.

Section 2.02 - Independent Contractor

The Consultant is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which the Consultant performs the services required of him by the terms of this Agreement. Nothing herein, contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and the Consultant or any of the Consultant's agents or employees.

Section 2.03 - Competition

So long as this Agreement remains in effect, the Consultant shall not without the consent of County accept any employment by, make financial investment in, become actively interested in, take part in the affairs of, or give advice and counsel to, any life, health, or accident insurance company that does any business with County.

Section 2.04 - Outside Services

The Consultant may engage in, and be separately compensated for, any business or activity, so long as the service, investment, or activity does not violate the provisions of Section 2.03 of this Agreement or interfere with the services required to be provided by the Consultant to County under the terms of this Agreement.

Section 2.05 - Compensation

The Consultant shall be paid by County for consulting services provided under this Agreement. During the initial term of this Agreement, the Consultant's fee for performing all services described under Section 2.06 below shall be THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) per month. Provided that this Agreement renews following the initial term, Consultant agrees to perform all services described under Section 2.06 below at the same rate of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) per month. If this Agreement is renewed for an additional third year, the Consultant hereby agrees to not increase the monthly rate more than 5% during the third contract year. The Consultant shall invoice the County each month and the County shall pay such invoices as set forth herein below (See Section 4.17 - Payment, Interest and Late Payments).

Should County requ est any other services of the Consultant, the fee for such additional services shall be discussed and agreed upon, in writing, with County before the services are rendered.

Section 2.06 - Duties of Consultant

The Consultant shall provide the following services:

A. The Consultant shall provide any necessary expertise and knowledge to assist County in underwriting, contract negotiations, renewals, rates, plan design or redesign, communication, system hardware and software evaluation, meetings with insurance companies, third party administrators, and providers;
B. The Consultant shall be responsible for preparing and disseminating any written reports of documents, which may be necessary to fully describe Consultant's advice and counsel regarding the expertise set forth in this section;
C. The Consultant shall organize, participate and provide coordination of employee enrollment meetings;
D. The Consultant shall provide vendor management services, and assistance in resolving disputes with insurance providers in relation to claims;
E. The Consultant shall also provide any and all services set forth in Williamson County's Request for Proposals of Health & Welfare Benefits Broker/Consultant Services – Request for Proposal #10WCAP126, as well as any services set forth in the proposal submitted by Consultant in response to said Request for Proposal #10WCAP126;
F. The Consultant shall attend all Board Meetings and Benefit Committee Meetings, as requested by the County's staff.

The above described services of Consultant shall cover all of the County's health benefit plans. Any other services not specifically described above must be approved by both parties.

Section 2.07 – Optional Audits

During any term of this Agreement, County reserves the right to request that Consultant perform one or more of the following types of audits at the rates set forth below; provided, however, the County shall retain the complete and sole discretion as to requesting the performance of such audit(s) and the parties hereto

agree that the County shall not be obligated to request the performance of such audit(s).

A. Random Sample Audit:

For a Random Sample Audit, Consultant shall utilize statistically valid random sampling techniques developed by Herbert Arkin's Handbook of Sampling for Auditing and Accounting, third edition. Consultant shall randomly select transactions from the population of the total of paid claims transaction in the specified time period to be audited in order to produce results at a 95 percent confidence level, which means that similar findings would be identified in 95 out of 100 like audits.

Based upon the population of total claims transactions, Consultant will select a random sample to arrive at a number which will provide statistically significant results. Based on information provided by the County, Consultant will estimate that, in order to achieve the statistical standards requested, Consultant will have to review 204 claims randomly. As an example, if 100,000 transactions were processed, a sample of 204 claims would produce results at a $\pm$ 3.0 percent precision (standard deviation) at a 95 percent confidence level.

For each Random Sample Audit, Consultant will be on-site for three (3) days to conduct its Random Sample Audit and Consultant will include all pre and post work and reports in the fees. Consultant shall perform a Random Sample Audit for TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). The said fee for the Random Sample Audit includes all expenses including travel.

B. Focus Claims Audit

For a Focus Claims Audit, Consultant shall audit 100% of all claims electronically for a specified time period. After review of the results, Consultant will select up to 300 claims for on-site review. In the event that the County's agreement with its Third Party Administrator does not allow for the audit of 300 claims, Consultant shall audit on-site as many claims as the County's Third Party Administrator will allow, at no additional cost to County. The claims to review will be selected from various categories (i.e. large claims, benefit exclusions, duplicates, benefit percentages, etc).

For each Focus Claims Audit, Consultant will be on-site for five (5) days to conduct its Focus Claims Audit and Consultant will include all pre and post work and reports in the fees. Consultant shall perform a Focus Claims Audit for THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00). The said fee for the Focus Claims Audit includes all expenses including travel.

Article III - General Provisions

Section 3.01 - Term

The initial term of this Agreement shall commence on [redacted], 20[redacted] and continue thereafter until September 30, 2010, following which time it shall be automatically extended for successive periods of one (1) year terms thereafter, subject to the provisions of Section 3.02 of this Agreement.

Section 3.02 - Termination

This Agreement shall terminate upon the occurrence of any of the following events:

a. The dissolution or liquidation of County's insurance trust;

b. The Deat h or total disability of the Consultant. Total disability is any disability that prevents the Consultant from performing his duties hereunder for a period of sixty (60) consecutive days, or ninety (90) non-consecutive days, during the term;

c. A breach by the Consultant of any of the covenants under this Agreement;

d. Thirty (30) days written notice by either party.

In the event of termination by County, the Consultant shall cease all work for County under this Agreement upon receipt of the written notice unless instructed in writing by County to do otherwise.

Section 3.03 - Payment on Termination

In the event of termination of this Agreement pursuant to Section 3.02, the Consultant shall be entitled to compensation at the rate specified in Section 2.02 prorated up to the date of termination.

Section 3.04 - Confidentiality

Subject to the requirements of the Public Information Act, Chapter 552.001 of the Texas Government Code, the Consultant covenants and agrees that he shall not, at any time during the term of this Agreement, directly or indirectly, divulge or disclose for any purpose whatsoever, any information concerning County that has been developed for County by the Consultant, or obtained by him for County, or disclosed to him by County, as a result of the performance of his work, duties, and obligations under this Agreement to the extent allowed by law. It is agreed that the provisions of this Section 3.04 shall be applicable and enforceable, unless the terms and conditions of this Section 3.04 are expressly waived on behalf of County and reduced to an instrument in writing signed by County.

Article IV - Miscellaneous

Section 4.01 – Construction; Severability

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

Section 4.02 - Paragraph Headings

All paragraph headings in this Agreement are inserted for convenience only.

Section 4.03 - Successors in Interest

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and assigns of the parties hereto.

Section 4.04 - Notice

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

CONSULTANT:	Smith and Associates Consulting P. O. Box 92398 Southlake, TX 76092
COUNTY:	Williamson County c/o: Lisa Zirkle, Director of Williamson County Human Resources Human Resources Department 301 S.E. Inner Loop, Suite 108 Georgetown, Texas 78626

Section 4.05 – Performance; Venue and Governing Law

This Agreement shall be performed in Williamson County, Texas. 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, and the parties hereto expressly consent and submit to such jurisdiction and venue. 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.

Section 4.06 - Assignment

This Agreement may not be assigned without the written consent of all parties.

Section 4.07 - Reference to Parties

When referring to the Consultant, it shall refer to and be binding upon Eric D. Smith, his predecessors, successors, assigns, heirs, executors, administrators, legal representative and all other persons, firms, or corporations in privity with County.

Section 4.08 – Incorporation of Request for Proposal and Proposal

The parties hereto agree that the terms and conditions of Williamson County's Request for Proposals of Health & Welfare Benefits Broker/Consultant Services – Request for Proposal #10WCAP126 and the Proposal submitted by Consultant in response to said Request for Proposal #10WCAP126 shall both be incorporated herein by reference for all purposes. If there is a conflict between the terms, covenants and/or conditions of said Request for Proposal #10WCAP126, Consultant's Proposal and the terms of this Agreement, the following documents shall control in the order of precedence listed (most controlling listed first and the least controlling listed last): Request for Proposal #10WCAP126; this Agreement and Consultant's Proposal.

Section 4.09 - Force Majeure

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

Section 4.10 - Indemnification of County

CONSULTANT ALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON 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 CONSULTANT OR ANY OF ITS

EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLO YEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

Section 4.11 - Compliance with Laws

Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

Section 4.12 - Entity Status

By Consultant's signature below, I certify that Consultant is a Texas sole proprietorship, duly authorized to transact and do business in Williamson County, Texas.

Section 4.13 - No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Section 4.14 - No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

Section 4.15 - County's Right to Audit

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

Section 4.16 - Appropriation of Funds by County

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant 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.

Section 4.17 - Payment, Interest and Late Payments

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor.

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 4.18 - 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.

Section 4.19 - Entire Agreement

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

In Witness Whereof, the parties hereto have duly executed this Agreement this _____ day of _____, 20___.

ERIC D. SMITH D/B/A

SMITH & ASSOCIATES CONSULTING

By: _____

Title: _____

Date: _____

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

By: _____

Title: _____

Date: _____

Williamson County
Performance Guarantees

Benefit Advisory Help Line:

Inquiry Guarantee: 15% of Monthly Retainer**

Smith & Associates guarantees that we will respond to 95% of all phone and email inquiries within 1 business day (all holidays excluded); 2 business days (all holidays excluded) for all mail and fax inquiries*:

- Respond to phone, fax, email and mail inquires regarding all Williams County's benefit plans (Medical, Dental, Flex, Life, Disability and Vision).
- Maintain a Toll-Free number for employees to call between 8:30-5:00 pm Central Time.
- Maintain a secure fax number for the receipt of Private Health Information for plan members to fax information regarding their benefits.
- Maintain a secure email address for receipt of employee questions.

** All emails, phone messages and faxes received Monday – Thursday will be acknowledged within 1 business day. All emails, phone messages, and faxes received on Friday/holiday will be acknowledged the next business day. A response is defined as any effort made to acknowledge the receipt of the inquiry. Leaving a voice message on a member's voice mail or replying to an email will constitute but is not limited to a response. Actual resolution to any problem or inquiry is dependent on efforts by third parties for which we have no control and is not included in this Guarantee.*

Inquiry Resolution Guarantee: 10% of Monthly Retainer**

Smith & Associates will work diligently to get a resolution to members as quickly as reasonably possible. We will guarantee that we will provide the County with a monthly report of inquiry types and resolution timeframes, and that we will provide members with available information so that their issues can be resolved if a resolution is an option for the members. The County acknowledges that many health plan issues require action be taken by the member or other third party members for which Smith & Associates has no control. Therefore, Smith & Associates will not be liable if third parties fail to act to resolve any issue on behalf of members or if there is no resolution available. Smith & Associates does not have control over benefit design or operations at a third party health plan vendors and does not guarantee any resolution. We will determine what may be done to resolve any inquiries and assist members with the resolution if one is available. The County acknowledges that we cannot guarantee that we will be able to resolve any issue in a manner that is satisfactory to the members because some issues are inherent to plan design and administrator discretion. However, we will work to present the members with the options, if any, and present steps necessary to reach a resolution if it is available. Smith & Associates will not be responsible for assisting members with any legal issues or recoveries from any third parties.

Williamson County Meeting Attendance:

25% of Monthly Retainer**:

- Attend all Williamson County Health Benefits Committee Meetings

- Attend all Williamson County Commissioners Court Meetings when Benefits are being discussed as agreed upon in advance. All other meetings will be attended on a best effort basis with 48 hours advance notice.

Financial Services and Reporting Guarantee:

50% of Monthly Retainer**

Smith & Associates will guarantee that all reasonable steps will be taken to assist the County with financial projections based on known factors at the time of the projections. We will provide the County with written financial projections that reflect the current cost factors of the plan at the time with any applicable caveats that must be included in the calculation of this Guarantee. All of our projections are based on information provided by third party vendors and the accuracy of that information is beyond our control and can not be included in this Guarantee. We will guarantee that our funding projections will not exceed our estimates within acceptable standards (5%). All caveats will be presented at the time of the projections.

Smith & Associates reserves the right to caveat any and all financial assumptions at the time of the reported assumptions based on the unknown and potential risk factors of the plan at the time of the reporting. Smith & Associates cannot be liable for unreported factors or changes by third party vendors of the County. The County acknowledges that certain plan factors are beyond our control and may not be included in this guarantee. Such factors include, but are not limited to, the following:

- Large claim activity as defined by industry standard of 2.5 per 1,000 lives on the plan.
- Material changes in census as defined by a change of more than 10%.
- Errors in the administration of the plans from third party vendors or financial changes from third party vendors (e.g. the loss of specific providers from a vendor, PPO network, changes in network discounts and other third party factors beyond the control of Smith & Associates.)
- Legislative Changes

Smith & Associates' reporting to the County will reflect the financial situation of the plans at that time based on all reporting provided to Smith & Associates. The County acknowledges that all financial assumptions and projections provided by Smith & Associates is directly determined by the reporting provided by third party vendors like United Healthcare. Smith & Associates is not responsible if the information provided by the third party vendors is not accurate nor any projections made on such data. The accuracy of all data used by Smith & Associates will have a material effect on our projections and analysis.

The Financial Guarantees in regards to the Monthly Retainer will apply to each specific month in which a potential incident occurs.

Agreement For Preliminary Engineering Services-Tradesman Park
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the Union Pacific Railroad Company Delaware and Williamson County. Williamson County has requested that the Union Pacific Railroad Company Delaware conduct preliminary engineering services, develop costs estimates and review preliminary layouts in connection with the project, Tradesman Park.

Background

See attachment: AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Agreement

Form Routing/Status

Form Started By: Linda Wipff
Started On: 03/25/2010 09:07 AM
Final Approval Date: 03/25/2010

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is made and entered into effective this _____day of _____, 2010, by and between Union Pacific Railroad Company Delaware corporation (hereinafter, "the Railroad") and Williamson County, a county of the State of Texas (hereinafter the Public Authority").

Now, therefore, in consideration of the premises, and the promises and conditions hereinafter set forth, the parties hereto agree as follows.

1. The Project and the Work.

The Public Authority has stated its intention to proceed initially with a project, as follows Tradesman Park (hereinafter referred to as "the Project"). The Public Authority has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad's work (whether performed directly by Railroad or by others they contract with) associated with such services is call the "Work" in the Agreement. The Railroad is agreeable to complying with the Public Authority's request, subject to the terms and conditions of this Agreement.

2. Payment and Deposit for Work.

The Public Authority shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Public Authority tenders to Railroad a deposit in the amount specified by Railroad in its web-posted Deposit Schedule (hereinafter, this is referred to as the "Deposit"). The Railroad will apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Public Authority of the estimated or actual shortfall and the Public Authority within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional

payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Public Authority's election.

3. "Cost" as used herein means all costs and expenses of labor, supplies, and material incurred for or in connection with the Railroad's performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad's additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.
4. If the Public Authority elects to go forward with the Project after these preliminary services are performed, Railroad and Public Authority agree to enter into the separate Agreement for the construction of the project and other activities.

_____

DAN A. GATTIS
Williamson County Judge

Attest: _____
Nancy E. Rister
Williamson County Clerk

Destruction/disposal of personal property located at 117 Doak Street, Taylor, Texas

Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to authorize the destruction/disposal of personal property located at 117 Doak Street in Taylor Texas if said property is unable to be sold by using the competitive bid process or otherwise donate the property to a charitable organization located in Williamson County, as undertaking to sell the property would likely result in no bids or a bid price that is less than the county's expenses required for the bid process

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Press Release 117 Doak Street, Taylor, Texas

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 03/24/2010 03:13 PM
Final Approval Date: 03/25/2010

State of Texas v. $6,040.00 U.S. Currency & 117 Doak Street Taylor Texas

On January 19, 2010 the Williamson County District Attorney's office concluded an asset forfeiture case involving a house located in Taylor Texas. The asset forfeiture case arose out of a criminal investigation initiated by the Williamson County Sheriff's Department in 2007. It was determined that Benito Saucedo Hernandez was importing cocaine from Mexico to Williamson County. Further investigation revealed that Hernandez used drug proceeds to purchase houses in the Taylor area and remodel them in an attempt to launder the money. In June of 2007 Hernandez purchased a house located at 117 Doak Street in Taylor Texas and as had been the case before, he began remodeling the home, ultimately moving into the house himself. The investigation, which also involved the Department of Public Safety, the Drug Enforcement Administration and the Round Rock Police Department, resulted in the arrest of nine individuals including Hernandez who was indicted in federal court for conspiracy to distribute more than five kilograms of cocaine. A search warrant served on the Doak Street house produced $6,040.00 in cash and a firearm. The Williamson County District Attorney's office subsequently filed a *Notice of Seizure and Intended Forfeiture* seeking to forfeit the house and the cash. On January 19, 2010 Williamson County District Judge Ken Anderson signed an *Order on Motion for Summary Judgment* finding that the house and cash were proceeds gained from the commission of a felony prohibited by the Controlled Substances Act and ordered their forfeiture under Chapter 59 of the Code of Criminal Procedure. The District Attorney's office is now working with Gaston and Sheehan Auctioneers to sell the house, the proceeds of which will be administered for the benefit of law enforcement in accordance with and by local agreement as well as Chapter 59 of the Code of Criminal Procedure.



salary grievance committee
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Rebecca Clemons, County Judge
Submitted For: Rebecca Clemons
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

To select public members for the salary grievance committee, in accordance with Section 152.014-015 of the Local Government Code.

Background

Select nine committee members and 18 alternates to serve on the salary grievance committee as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rebecca Clemons
Started On: 03/24/2010 09:24 AM
Final Approval Date: 03/24/2010

29.

Discuss and take appropriate action on the collection of fees from the public by the GIS and 911 Addressing Division for data and maps.

Commissioners Court - Regular Session

Date:	03/30/2010
Submitted By:	Richard Semple, Information Technology
Submitted For:	Richard Semple
Department:	Information Technology
Agenda Category:	Regular Agenda Items

Information

Agenda Item

Request approval for the GIS and 911 Addressing staff to collect a fee from the general public for GIS data, maps and plats. The fee schedule is attached for review and consideration.

Background

The charges and fees attached reflect other County Departments' charges for maps and do reflect the costs incurred. Government agencies, particularly those involved in public safety, and contractors/vendors working for Williamson County may not be charged for services. However, the quantity of printed maps or analysis time will depend on the nature of the request.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Charges

Form Routing/Status

Form Started By: Richard Semple	Started On: 03/25/2010 09:19 AM
Final Approval Date: 03/25/2010	

WILLIAMSON COUNTY GIS & ADDRESSING

CHARGES FOR PUBLIC MAPS AND DATA

DESCRIPTION OF CHARGES

ADDRESSING AND 911 DATABASE SERVICES

There is no charge for addressing, 911 database, and related services.

Services offered:

- New or changed address assignment
- Plat review / approval
- Road name approval
- Address verification
- 911 Database corrections/verifications

GIS AND MAPPING SERVICES

Printed Maps / Scanned Plats:

8.5" x 11"	$1
11" x 17"	$2
17" x 24"	$3
24" x 36"	$4
36" x 44"	$5

Copies of Paper Plats: $1 each
Electronic Maps/Data: No charge for data*, but media and analysis charges may apply.
Data DVD: $1 each
GIS Analysis: $25 / hour

*** Some third-party derived data or maps may be subject to charges or license restrictions.**

Other services not described may be charged at time + materials.

PAYMENT METHODS

Payment in cash with exact change or check. Returned checks will incur a $30 fee.

ABOUT CHARGES AND TEXAS LAW

Government agencies, particularly those involved in public safety, and contractors/vendors working for Williamson County may not be charged for services. However, the quantity of printed maps or analysis time will depend on the nature of the request.

Charges are kept to a minimum and are designed to only reflect the costs related to the request.

Texas Law:
http://www.oag.state.tx.us/open/pia/
RULE §70.9 (4) TABLE 4 (Maps):
Cost of paper (Cost of Roll/Avg. # of Maps); + Cost of Toner (Black or Color, # of Maps per Toner Cartridge); + Labor charge (if applicable); + Overhead charge (if applicable) + Plotter/Computer resource Charge; + Actual cost of miscellaneous supplies (if applicable); + Postage and shipping (if applicable) =
$ TOTAL CHARGE.

TexHealth Central Texas Letter Agreement
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on letter agreement with TexHealth Central Texas, Inc.

Background

The attached letter agreement was approved with TexHealth Central Texas, Inc. on June 30th, 2009. Section 3. "Effect of National Healthcare Program" allows the County to be refunded on a pro rata basis should a national healthcare program impact the capability of the program. In addition, Section 14 "Termination for Convenience" states that the County may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) days written notice, without penalities being assessed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: TexHealth Agreement

Form Routing/Status

Form Started By: Grimes Kathy Started On: 03/22/2010 09:58 AM

Final Approval Date: 03/23/2010

June 11,2009

Re: Letter Agreement Between Williamson County Commissioners Court and TexHealth Central Texas, Inc.

This Letter Agreement ("Agreement") is between Williamson County ("County") and TexHealth Central Texas, Inc. ("TexHealth Central Texas") (collectively, the "Parties").

The Central Texas Regional Health Coverage Project was initiated by a group of regional stakeholders, including the County, to develop a basic health plan at an affordable price for small employers and their employees to improve access to healthcare on a regional basis ("Program"). The County and other entities formed TexHealth Central Texas to make available health care coverage for uninsured small employers and their employees who have not offered group health insurance in the immediate past.

On January 27, 2009, the Williamson County Commissioners Court approved participation in the initial capitalization of a small employer health coverage program in an amount up to $80,000 for the first year to cover the projected Williamson County portion of the capitalization costs for the project, including reserves, start-up, and reinsurance expenses.

Other counties, specifically Travis County Healthcare District and Hays Counties, have committed funding for their projected portion of the initial capitalization costs.

The County anticipates this pilot program will help retain existing small businesses as access to affordable health care will allow them to remain competitive, attract new small businesses, and provide access to affordable health care to individuals who are currently utilizing subsidized County partner services.

The Parties agree to the following terms, for which the Parties acknowledge that there is good and sufficient consideration:

1. Use of Funds. The County shall pay a total of Eighty Thousand Dollars ($80,000) ("Funds") to TexHealth Central Texas for reserves, start-up, and reinsurance expenses for the first year of TexHealth Central Texas' operation. These Funds shall not be used for subsidizing premiums or any other purpose other than the purposes stated herein. Further, the Parties agree and acknowledge that County shall not be obligated to pay more than $215,000 in total to TexHealth Central Texas over three years. Following the third year of this Agreement, County will not be obligated to provide any additional funding to TexHealth Central Texas for the continuation of the Program in Williamson County.

2. Timing of Disbursement. The County will disburse the Funds within fifteen (15) business days of the later of the signing of this Agreement by both Parties or the County's receipt of an invoice from TexHealth Central Texas for the Funds. For all future disbursements of amounts over and above the initial Eighty Thousand Dollars ($80,000) disbursement, if any, TexHealth Central Texas shall send a written request for disbursement which sets forth the amount requested and which describes the need and/or services for which the additional disbursement shall be applied. County shall have thirty (30) days in which to consider approving or denying each request for disbursement.

3. Effect of National Healthcare Program. Should a national healthcare program remove the capability of the TexHealth Program to provide healthcare to the target individuals and in the manner described in this Agreement, the unspent portion of County's contribution shall be refunded, on a pro rata basis, to the County.

4. Obligations of TexHealth Central Texas. TexHealth shall, at minimum, provide the following:

- Physician, hospital, medication, and mental health services;
- Reasonable payment rates and a regional provider network;
- One plan, average of $245/mo/employee, depending on age/gender ;
- Coverage limitations, annual maximums, deductibles, co-pays and coinsurance;
- Governance by locally-based and locally run non-profit corporation with a regional Board of Directors with at least 2 representatives from Williamson County, which shall be appointed by the Williamson County Commissioners Court;
- Offerings to small employers who have not offered health insurance to employees in the prior 12 months;
- Minimum of 2500 enrollees within the region by 3rd year; and
- Self-sustained funding by the beginning of year 4.

5. Reporting Obligations and Right to Audit. TexHealth Central Texas agrees to provide to the County information that the County requests concerning the Program, including a report accounting for both the expenditure of the Funds disbursed pursuant to this Agreement and the services provided by or through TexHealth. The report should also include services provided broken out by county. TexHealth Central Texas 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 TexHealth Central Texas which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TexHealth Central Texas agrees that County shall have access during normal working hours to all necessary TexHealth Central Texas 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 TexHealth Central Texas reasonable advance notice of intended audits.

6. Scope of Program. The Parties agree that the payment made by the County under this Agreement should expand access to health benefits and services for County residents who do not currently have such access, lessen the burden on the County to provide such services, and potentially improve health outcomes for County residents who receive these services.

7. Amendments. Any change to the terms or conditions of this Agreement after its execution or any attachments to it shall not be effective unless it is made in writing and signed by both Parties.

8. Reduction to Writing. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

9. Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the following addresses:

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

TexHealth Central Texas:
James I. Rodriguez, FACHE
President and CEO
TexHealth Central Texas, Inc. c/o ICC
2028 E. Ben White Blvd., Suite 115
Austin, TX 78741

10. Law and Venue. This Agreement is governed by the laws of the United States of America and the State of Texas and all obligations under this Agreement shall be performable in Travis County, Hays County, Williamson County (or other participating county), Texas. Venue for any dispute arising out of this Agreement is in Williamson County, Texas.

11. Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction the remainder of the Agreement shall remain valid and binding.

12. Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

13. Gender and Number. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

14. Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TexHealth Central Texas. No penalty will be assessed for County's termination of this Agreement for convenience.

15. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure of the funds under this Agreement. TexHealth Central Texas understands and agrees that the County's payment of funds 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 disbursements under this Agreement.

16. 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.

By the signatures affixed below, the Parties agree to the terms of this Agreement effective on the latest signature date.

Dan A. Gattis,
Williamson County Judge

Date: 7-7-09

James I. Rodriguez, FACHE
President and CEO
TexHealth Central Texas, Inc.

Date: 6/30/09

Texas Railroad Commission Sub Recipient Agreement
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Judge Gattis
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on sub recipient agreement with the Texas Railroad Commission for participation in a DOE grant.

Background

On May 12th, 2009 Williamson County signed a Letter of Commitment with the Railroad Commission of Texas to participate in in DOE NETL Solicitation Funding Opportunity Title: Clean Cities FY09 Petroleum Reduction Technologies Projects for the Transportation Sector. FOA#: DE-PS26-09NTO1236-04. This grant funding is to offset the incremental cost to implement propane-powered vehicles. In addition, by participating as a sub recipient in the grant, the Railroad Commission has agreed to provide for an infrastructure fueling site at the newly constructed Round Rock Annex.

The total amount of the grant funding is not to exceed $208,420 on a cost reimbursement basis. The funding includes $139,170 for retrofitting vehicles to propane and $69,250 for the infrastructure station. Grantee shall purchase station components and materials in accordance with all federal, state and local laws concerning purchase of goods and services.

Hal Hawes of the County Attorney's Office has reviewed the agreement and added the County's contact information.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: RR Commission Agreement Clean Version

Link: RR Commission Redlined version

Form Routing/Status

Form Started By: Grimes Kathy Started On: 03/22/2010 11:06 AM

Final Approval Date: 03/23/2010

INTERLOCAL AGREEMENT
TEXAS PROPANE FLEET PILOT PROGRAM
STIMULUS GRANT AGREEMENT BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
WILLIAMSON COUNTY

RRC Grant Agreement #___578430_____

Recitals

Whereas, the United States Congress enacted and the President signed the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (2009) (ARRA) to promote economic recovery, investment and creation of new jobs and opportunities;

Whereas, the Railroad Commission of Texas (Commission), an agency of the State of Texas, has been awarded ARRA funds from the U.S. Department of Energy, Award No. DE-EE0002564 (DOE Grant);

Whereas, Chapter 113, Subchapter I, Texas Natural Resources Code, P.L. 111-5, (2009), and the DOE Grant authorize the Commission to award ARRA stimulus funds to local governments, municipalities, and other governmental organizations to fund approved grant-funded projects and activities;

Whereas, Williamson County, Texas (Grantee), a political subdivision of the State of Texas is eligible to receive an award of ARRA grant funding to be utilized for purposes authorized by ARRA and the DOE Grant;

Whereas, the Commission wishes to award ARRA grant funding to the Grantee and the Commission and Grantee wish to enter into this Grant Agreement (Agreement); and

Whereas, under this Agreement, Grantee shall fully comply with all terms, conditions, requirements, and other requirements of the ARRA, the DOE Grant and this Agreement, including those set forth in the Attachments and Exhibits attached to and incorporated in this Agreement; and

Whereas, in consideration of Grantee's compliance with all eligibility and other requirements of the ARRA, the DOE Grant and this Agreement, Commission agrees to award ARRA funds to Grantee on a cost reimbursement basis in an amount not to exceed **$208,420.00**; and

Whereas, the foregoing grant amount shall be utilized by Grantee solely for the purposes of this Agreement, the DOE GRANT, and the ARRA and Commission's requirements regarding same, in addition to requirements as may be provided by Commission throughout the term of this Agreement.

Now, Therefore, in consideration of all of the foregoing, the parties hereby agree as follows:

I. Parties

This Agreement is made and entered into by the following parties:

Commission: The Railroad Commission of Texas
P.O. Box 12967
Austin, Texas 78711-2967

Grantee: _____
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

II. Authority and Purpose

This Agreement is entered into pursuant to and in compliance with the provisions of Chapter 113, Subchapter I, Texas Natural Resources Code; the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (2009) (ARRA), the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the DOE Grant. Funding of this grant is provided by the Railroad Commission of Texas via the U.S. Department of Energy Award No. DE-EEE0002564 (DOE Grant).

Grantee represents and warrants that by signature on this Agreement, Grantee has full authority to carry out the terms, conditions and requirements of the Agreement.

The Commission and Grantee enter into this Agreement to provide governmental functions or services that each party to the contract is authorized to perform individually.

III. Services

Grantee shall utilize the grant funds solely for the purposes authorized by the Commission and shall maintain full compliance with all terms and conditions described in the Agreement and all Attachments and Exhibits, which are attached to and incorporated in this Agreement for all purposes. In addition, Grantee shall fully comply with all special provisions of this Agreement, including reporting requirements, and with Commission directives, throughout the term of this Agreement.

Grantee shall retain full control over the personnel, equipment, supplies, and other items Grantee selects as necessary to comply with the terms of this Agreement and as described in Exhibit 1, attached to and incorporated in this Agreement. This Agreement does not involve proprietary rights or intellectual property issues.

Grantee shall submit such records, information, and reports in such form and at such times as may be required by Commission; these reports shall include, but are not limited to, the reports specified in this Agreement, Attachment L and Exhibit 1.

IV. Payments

Total payments to Grantee under this Agreement shall not exceed **$208,420.00.** Grantee's payments under this Agreement are limited to reimbursements of actual authorized costs incurred pursuant to the budget provided in Attachment B, attached to and incorporated in this Agreement. No other amounts shall be paid. Grantee shall submit each request for payment by submitting a detailed invoice, listing expenses by budget categories to the Commission. Grantee shall submit invoices that are fully supported by receipts and such other documentation. Commission reserves the right, in its sole discretion, to withhold payment of invoices for which Grantee does not submit documentation acceptable to Commission. Grantee shall submit invoices for services performed and costs incurred in the prior month.

Title to and control over equipment or license of any software so purchased for Grantee's performance under this Agreement shall remain with Grantee so long as it is being used for the purpose for which it was intended under the terms of this Agreement. Commission reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Commission must give prior approval of all such revisions through its execution of a written change order to this Agreement.

V. Termination

Commission reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee.

Upon receipt of notice of termination from Commission, Grantee shall immediately cease to submit monthly statements or requests for reimbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs; Commission shall have no liability whatsoever for any costs incurred after such termination date.

Pursuant to Sections 2155.006 and 2261.053, Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina (meaning the hurricane of that name that struck the gulf coast region of the United States in August, 2005), or any other disaster as defined by Section 418.004, Government Code, occurring after September 24, 2005. If a state agency determines that an individual or business entity holding this contract is ineligible to have the bid accepted or contract awarded under Section 2155.006 or Section 2261.053, Government Code, the state agency may immediately terminate the contract without further obligation to the vendor.

VI. Subcontracting

Grantee may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Commission pursuant to the terms and subject to compliance with the flow down provisions of Attachment I of this Agreement.

VII. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Commission may unilaterally amend this Agreement as provided in Paragraph XV.

VIII. Incorporation of Attachments and Exhibit; Incorporation by Reference

This Agreement consists of all of the following documents which are attached to and incorporated in this Agreement for all purposes: The Agreement and the following documents, which are attached to and incorporated in this Agreement, constitute the entire agreement between the parties for all purposes

This Agreement;	
Attachment A:	**Statement of Services to be Performed**
Attachment B:	**Project Budget**
Attachment C:	**DOE Required Special Terms & Conditions**
Attachment C-1:	**Assurance of Compliance with Nondiscrimination Laws-Grantee**
Attachment C-2:	**Assurance of Compliance with Nondiscrimination Laws-Subcontractor**
Attachment D:	**Certification Regarding Debarment, Suspension, Eligibility**
Attachment E:	**Certification Regarding Lobbying, Suspension**
Attachment F:	**Lobbying Activities**
Attachment G:	**NEPA Assurances**
Attachment H:	**Intellectual Property Provisions**
Attachment I:	**Subcontractor or Sub-grantees; Flow down Provisions**
Attachment J:	**Affidavit of Compliance**
Attachment K:	**Execution of Application**
Attachment L:	**Reporting Requirements**
Exhibit 1:	**DOE Assistance Agreement, Award No. DE-EE002564**

In the event of a conflict between this Agreement, its Attachments, or Exhibit 1, then Exhibit 1 shall control.

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of the Commission and the State of Texas, are incorporated into this Agreement by reference as if specifically written herein.

IX. Funding

The Commission's obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Commission of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination by Commission, without penalty to either party or the State of Texas, subject to the availability and receipt of these funds. In addition, Commission's authority and appropriations are subject to the actions of the Texas Legislature. If Commission becomes subject to a legislative change, revocation of statutory authority, or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Commission may terminate this Agreement without penalty to either party or the State of Texas. In the event of a termination or cancellation under this Paragraph, Commission shall, as soon as practicable, give notice to Grantee and neither party shall be liable for damages or losses caused or associated with such termination or cancellation.

X. Term of Agreement

The term of this Agreement shall begin on the date executed by all parties and be effective until January 31, 2014, unless terminated earlier in accordance with other provisions of this Agreement. The provisions of the following shall survive the termination or expiration of this Agreement: Paragraphs XIII, XIV, XVII; Sections 17.2, 17.3, 17.6; and applicable provisions of Exhibit 1 and Attachment C.

XI. Force Majeure

Except as otherwise provided, neither Grantee nor Commission shall be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such

force majeure or otherwise waive this right as a defense.

XII. Assignment

Grantee shall not transfer or assign any rights or duties under or any interest in this Agreement. Grantee shall not delegate its responsibilities or duties under the terms of this Agreement.

XIII. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XIV. Dispute Resolution Process

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Commission has adopted rules under Chapter 2260, codified at 16 Texas Administrative Code §§20.21 – 20.75, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Grantee shall comply with such rules.

XV. Applicable Law and Conforming Amendments

Grantee shall comply with all applicable state and federal laws, regulations, requirements and guidelines, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Commission reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Commission's or Grantee's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

The Agreement shall be governed by the laws of the State of Texas, and venue for any legal action under this Agreement shall be in Travis County, Texas.

XVI. ARRA Reporting, Data Collection, and Access to Records Requirements

16.1. Reporting Requirements.

Grantee shall submit performance reports as required by Attachment L, attached to and incorporated in this Agreement. Grantee shall promptly prepare and submit such periodic reports and information as identified by Commission regarding the status of any project undertaken pursuant to this Agreement at any time prior to completion of the project in the form and manner requested by Commission. Promptly upon completion of the project, Grantee shall prepare and submit to Commission, in the form and manner provided by Commission, such completion or close-out reports and information as identified by Commission regarding the status of the project. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

16.2. Data Collection and Access to Records.

Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of this Grant Agreement.

16.3 Notice and Authorized Representatives

Written notice shall be deemed to have been duly served when received by hand delivery, or when sent and received by certified mail or other verifiable delivery service, in each case to the following representative for COMMISSION and GRANTEE. Each party shall advise the other in writing of any change in authorized representative or address:

COMMISSION'S REPRESENTATIVE
Heather Ball
Marketing
P.O. Box 12967
Austin, TX 78711-2967

Phone: 512-463-7680
Fax: 512-463-7200
e-mail: heather.ball@rrc.state.tx.us

GRANTEE'S REPRESENTATIVE
Judge Dan A. Gattis (or his successor)
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Phone: 512-943-1550
Fax: 512-943-1662

XVII. Additional Provisions

17.1 Time Limits

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

17.2 No Waiver

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Commission as an agency of the State of Texas or otherwise available to Commission. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Commission under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Commission does not waive any privileges, rights, defenses, or immunities available to Commission as an agency of the State of Texas, or otherwise available to Commission, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Commission must be in writing, must reference this section, and must be signed by Commission to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Commission shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

17.3 No Liability upon Termination

If this Agreement is terminated for any reason, Commission and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts of any kind whatsoever arising from or related to any such termination.

17.4 Limitation on Authority; No Other Obligations

Grantee shall have no authority to act for or on behalf of Commission except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Grantee may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Commission. It is understood and agreed that the Grantee is acting under this Agreement as an independent contractor. Nothing in this Agreement shall create any employer/employee or agency relationship between the parties, their officers, or their employees.

17.5 No Other Benefits

Grantee shall have no exclusive rights or benefits other than those set forth herein.

17.6 Supporting Documents; Right to Audit; Independent Audits

Grantee shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Commission and State of Texas requirements. Grantee shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Commission, the State of Texas or their authorized representatives. Grantee shall cooperate with auditors and other authorized Commission and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by Commission or the State of Texas. By example and not as exclusion to other breaches or failures, Grantee's failure to comply with this

Section shall constitute a material breach of this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex. Gov't Code, the state auditor may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Grantee or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subgrantees through the Grantee and the requirement to cooperate is included in any subcontract it awards relating to this Agreement.

17.7 Davis Bacon Act

Grantee shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements as implemented through 29 CFR 5.5(a)", as more fully set forth in Attachment C.

The Commission is a "Recipient," and the Grantee is a "Subrecipient," as those terms are defined in the section entitled "DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT" in Attachment C.

17.8 Buy American Act – ARRA 1606

In purchasing iron, steel and manufactured goods for this project, Grantee shall comply with Section 1606 of the American Recovery and Reinvestment Act as more fully set forth in Attachment C.

17.12 National Environmental Policy Act

Grantee shall comply with the National Environmental Policy Act, 42 U.S.C. §§4321 *et. seq.* "NEPA" and shall not take any action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until either a NEPA clearance or final NEPA decision is provided by the National Energy Technology Laboratory (NETL) NEPA compliance Officer. If this funds provided by this Agreement is used for the purchase of equipment for new alternative fuel(s) refueling stations and/or purchase of equipment for retrofits of existing refueling stations, Grantee shall provide additional project information and, if requested, shall prepare or provide any assistance necessary to assist DOE in the preparation of any required Environmental Impact Statements or other environmental documentation. See Attachment G, attached to and incorporated in this Agreement.

17.13 National Historic Preservation Act of 1966

Prior to the expenditure of Federal funds to alter any structure or site, the Grantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, Grantee must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm. THPO contact information is available at the following link: http://www.nathpo.org/map.html .

Section 110(k) of the NHPA applies to DOE funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Grantee is considered in compliance with this agreement and Section 106 of the NHPA only when Grantee submits adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to Grantee that Grantee does not object to its Section 106 finding or determination. Grantee shall provide a copy of this concurrence to the Commission.

17.14 Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or disposal of hazardous materials shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code, Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas Commission on Environmental

Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 and includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. Grantee shall obtain any required permit and retain all compliance documentation related to the project.

17.15 Report of Fraud, Waste and Abuse: Texas Government Code, Section 321.022

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Grantee or by a client or contractor of the Grantee may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Grantee, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Grantee. See http://sao.fraud.state.tx.us/.

Grantee shall also promptly refer to the U. S. Department of Energy any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

XVIII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

XIX. Merger

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, each of which shall constitute only one instrument.

RAILROAD COMMISSION OF TEXAS	**GRANTEE:**
By: _____	By:_____
Denise Hudson	Printed Name:_Dan A. Gattis_____
Deputy Executive Director	Title:_Williamson County Judge
_____	
Date:_____ _____	Date: _____

ATTACHMENT A
STATEMENT OF SERVICES TO BE PERFORMED

Deliverable Requirements for Alternative Fuel Vehicle Retrofits, Conversions and Purchasing:

Planning and Purchasing

- For new purchase of alternative fuel vehicles the incremental cost shall be based on the calculated difference between the cost of the AFV and the cost of a comparable conventional models verified by manufacturer estimate, after all other applicable manufacturer and local/state rebates, tax credits, and cash equivalent incentives are applied;
- For vehicle conversions, the incremental cost shall be based on the cost of the new fuel system plus installation after all other applicable manufacturer and local/state rebates and cash equivalent incentives are applied.

Measurement and Verification

- Grantee shall prepare and submit a Monthly Progress Report via the internet on or by the 25th day of each month and follow all the State and Federal reporting requirements.
- Grantee shall prepare and submit Final Project Report 30-days after the end of the Agreement.

Deliverable Requirements for Alternative Fuels Refueling Infrastructure:

Planning and Purchasing

- Grantee shall purchase station components and materials in accordance with all federal, state, and local laws concerning purchase of goods and services.
- Grantee shall oversee the implementation plan and schedules: 1) finalize permits with building and safety, fire departments; 2) site preparation with concrete, piping and electrical; 3) CNG station installation; 4) facility start-up, training and operation; and 5) Grand opening and media event.

Measurement and Verification

- Grantee shall develop a test plan to collect and analyze data on vehicles using the new infrastructure.
- Grantee shall prepare and submit a Monthly Progress Report via internet on or by the 25th day of each month and follow all the State and Federal reporting requirements.
- Grantee shall prepare and submit Final Project Report 30-days after the expiration of the Grant Agreement.

Reporting Requirements

Reporting requirements for all applicant/grantees are as follows:

- ARRA Section 1512, DOE, OMB, and state issued rules and regulations impose an array of reporting requirement on the Commission who must, in turn, rely on its Grantees in order to meet these reporting obligations. The Grant Agreement, and in particular Attachment L to the Grant Agreement, identifies initial and monthly reporting requirements that the Grantee shall provide. Due to the importance of the reporting requirements, a Grantee's failure to meet its reporting obligations under the Grant Agreement may result in termination of the grant award and the entity being ineligible for future grants.

- An initial information report shall be submitted that provides key grantee and project information that will likely remain constant through the term of grant including the congressional representatives for Grantee's primary location and primary project locations and key personnel. Additionally, when the Grantee, sub-grantee, or subcontractor has received 80% of its gross revenue or more than $25 million from federal awards in the last year and the grant award or sub-award is over $25,000, then such entity must also provide the names and

compensation of the five most highly compensated individuals of the Grantee, sub-grantee, or subcontractor, as applicable.

- The required information that must be provided in the Monthly Report is summarized as follows:

I. Grantee Identification. Must include the Grantee name, the contact information for the individual filing the report, grant award number, and grant award date and performance period.

II. Grant Award/Budget Information. This portion must include the grant award amount, the cumulative total amount of funds received at the time of the report, the cumulative total amount of funds disbursed by the Grantee at the time of the report, and show funds budgeted and funds disbursed for each budget item.

III. Project Information. This information must include the project name, performance location, project objective and status, a progress evaluation comparing the objectives to the status, and description of project efforts that may adversely affect obtaining the objectives. Also, a brief description of any products produced or technology transfer activities accomplished that reflect accomplishments of the project.

IV. Job Created/Retained. Grantees must provide a tally of the jobs created or retained as a result of the grant funding and a brief description of the types of jobs and anticipated or likely duration.

V. Technical Measures. Reports must include**,** for the Transportation Efficiency program, the technical measures which are the number of alternative fuel vehicles purchased; the number of conventional vehicles converted to alternative fuel use; the number of new alternative refueling stations emplaced; the number of energy-efficient traffic signals installed; and the number of street lane-miles for which synchronized traffic signals were installed.

Grantee shall require that any of its sub-grantees or subcontractors shall provide monthly reports that provide the information necessary for the Grantee to fulfill its reporting obligations.

Commission reserves the authority to change these reporting requirements as the federal government more fully identifies the information that it will require of the Commission.

ATTACHMENT B
BUDGET

Vehicles:	**$139,170**
Station:	**$69,250**
Total Equipment:	**$208,420**
Total Cost Share:	**$385,523**
Total Amount:	**$593,943**

Commission may authorize revisions to budgeted amounts to provide for flexibility within budget categories, as provided in Paragraph IV of this Agreement.

ATTACHMENT C
DEPARTMENT OF ENERGY
SPECIAL TERMS AND CONDITIONS

RESOLUTION OF CONFLICTING CONDITIONS –

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Grantee is expected to manage its indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Grantee must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

STATEMENT OF FEDERAL STEWARDSHIP –

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS –

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your sub-awardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

PUBLICATIONS –

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0002564.

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS –

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION –

a. The intellectual property provisions applicable to this award are provided as Attachment H to this award.

LOBBYING RESTRICTIONS –

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS –

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS –

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of the Grantee's facilities, or (ii) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Grantee shall use grant funds in a manner that maximizes job creation and economic benefit.

The Grantee shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Grantee will be provided these details as they become available. The Grantee must comply with all requirements of the Act. If the Grantee believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Segregation of Costs

Grantee must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction

from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceablity of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement
(RESERVED)

H. False Claims Act

Grantee shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in supporting of Recovery Act Reporting

Grantee may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Grantee shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

Grantee must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference. (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

NONE

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i) Any Grantee request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Grantee shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]
[*Include all delivery costs to the construction site.]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning

application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Grantee of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND GRANTEE RESPONSIBILITIES FOR INFORMING

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, Grantee agrees to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) If Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," Grantee agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”

(3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes

financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the

30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor,

or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient’s and Subrecipient’s contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract 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 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Williamson County, Texas, a political subdivision of the State of Texas (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program

where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Name and Title (Printed or Typed)	**Telephone Number**
Signature	**Date**
Contractor	
Company Name	(000) 000-0000
Name of Organization	**Telephone Number**
Street Address, City, State, Zip Code	
Address	
Authorized Official:	
Name, Title	(000) 000-0000
Name and Title (Printed or Typed)	**Telephone Number**
Signature	**Date**

ATTACHMENT C-2 Contract No. _____

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OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs

OMB Burden Disclosure Statement

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Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Name and Title (Printed or Typed) | **Telephone Number**

Signature | **Date**

Contractor

Name of Organization | **Telephone Number**

Address

Authorized Official:

Name and Title (Printed or Typed) | **Telephone Number**

Signature | Date

ATTACHMENT D **Contract No. _____**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

    (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Williamson County, Texas, a political subdivision of the State of Texas
Organization Name

Judge Dan A. Gattis
Name and Title of Authorized Representative

_____ _____
Signature Date

ATTACHMENT E **Contract No. _____**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I
(GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees

that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:
  (1) The dangers of drug abuse in the workplace;
  (2) The grantee's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  (1) Abide by the terms of the statement; and
  (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
  (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:
(Street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

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4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local

associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earning of which are devoted exclusively to charitable, educational, or recreational purposes.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended ["Simpson-Craig Amendment," see Section 129 of The Balanced Budget Downpayment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

(Remainder of Page deliberately left blank.
Signatures on following page)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above certifications.

Williamson County, Texas,
a political subdivision of the State of Texas
Name of Applicant

Pre/Award Number and/or Project Name

Judge Dan A. Gattis
Printed Name and Title of Authorized Representative

Signature

Date

ATTACHMENT F **Contract No. _____**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/application b. initial award c. post award	3. Report Type: ____ a. initial filing b. material change For Material Change Only: year _____ quarter ____ date of last report ____

. Name and Address of Reporting Entity: Name Address ____ Prime ____ Subawardee Tier, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable:
8. Federal Action Number, If known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI):
11. Amount of Payment (check all that apply): $_____ ____ actual ____ planned	12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature ____ value ____

13. Type of Payment (check all that apply):

____ a. retainer ____ c. commission ____ e. deferred

____ b. one-time fee ____ d. contingent fee ____ f. other; specify _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: ____ Yes ____ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	Authorized Representative: Name Title:_____ Signature:_____ Telephone: (000) 000-0000 Date: _____

ATTACHMENT G
NEPA Assurances as Award Terms
(Version August 2008)

- To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.
- The term "You" refers to Grantees and subcontractors of Grantees.
- The term "We" or "Us" refers to the Department of Energy and the Railroad Commission of Texas.

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;

2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;

3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;

4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;

5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and

6 On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

1 Comply with applicable provisions of the Clean Air Act (42 U.S.C.740 I, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR,1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.

2 Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:

a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NIEPA, as implemented by DOE at 10 CFR part 1021.

b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.

c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).

d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Bathers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.

e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3 Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4 Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1 **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

2 **Animals and plants.**

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966(7 U.S.C. 2131-*2156)* and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.

b. You must follow the guidelines in the National Academy of Sciences(NAS) Publication "Guide for the Care and Use of Laboratory Animals"(1996, which may be found currently at http://www.nap.edu/readingroomlbooks/labrats/) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).

c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior *(50* CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3. **Lobbying.**

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.

b. If you are a nonprofit organization described in section 501(c)(4)of title 26, United States Code (the Internal Revenue Code of 1968),you may not engage in lobbying activities as defmed in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting fluids under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of *1995* (2 U.S.C. 1611).

c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41U.S.C. 22.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act *(5*U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at *5* CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native

American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at *65* FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10. **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**

a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:

i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or

ii. Military recruiters' access to campuses, students on campuses, or information about students.

b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and

ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. **Historic preservation.** You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 4700, as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. *559].*

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

12. **Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. **Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. **Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111(36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in aFederal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

15. **Trafficking in Persons**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect;
or
iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a. 1 of this award term;
or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.l of this award term through conduct that is either—
A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. 1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.l of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 orb. of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TWA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a. 1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing **or** matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:
   A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
   B. A for-profit organization.

4. `"Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TWA, as amended (22 U.S.C. 7102).

V. National Policy Requirements for Subawards.

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

_____

SUBRECIPIENT:

By:_____ Date: _____

As the duly authorized representative of the Subcontractor, I hereby certify that Subcontractor will comply with the above requirements.

_____

SUBCONTRACTOR

By:_____ Date: _____

[Printed Name and Title]

ATTACHMENT H **Contract No. _____**

Intellectual Property Provisions

AUTHORIZATION AND CONSENT (41 CFR 9-9.102-1)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts hereunder), of any invention described in and covered by a patent of the United States.

(a) embodied in the structure or composition of any article, the delivery of which is accepted by the Government under this grant, or

(b) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Grantee or the using subcontractor with

(i) specifications or written provisions now or hereafter forming a part of this grant, or

(ii) specific written instructions given by the Contracting Officer directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this grant or any subcontract hereunder (including all lower-tier subcontracts hereunder), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

PATENT INDEMNITY (41 CFR 9-9.103-1)

If the amount of this contract is in excess of $10,000 the contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except U.S. letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the contractor; or (c) a claimed infringement which is settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (41 CFR 9-9.104(b))

The provisions of this clause shall be applicable only if the amount of this grant exceeds $10,000.

(a) The Grantee shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Grantee has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Grantee shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Grantee has agreed to indemnify the Government.

(c) This clause shall be included in all contracts and subgrants under this grant.

REPORTING OF ROYALTIES (41 CFR 9-9.110)

If this grant is in an amount which exceeds $10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Grantee agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensers to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

RIGHTS IN TECHNICAL DATA (SHORT FORM)

(a) Definitions. The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.

(b) Allocation of Rights.

(1) The Government shall have:

(i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;

(ii) The right of the Contracting Officer or his representatives to inspect, at all reasonable times up to three years after final payment under this grant, all technical data first produced or specifically used in the grant (for which inspection the Grantee or its contractor or subgrantee shall afford proper facilities to DOE); and

(iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time-to-time direct during the progress of the work, or in any event as the Contracting Officer shall direct upon completion or termination of this grant.

(2) The Grantee shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the date requirements of this grant have been met as of the date of the private use of such data. The Grantee agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Grantee shall treat such data in accordance with any restrictive legend contained thereon, unless use is specially authorized by prior written approval of the Contracting Officer.

(c) Copyrighted Material.

(1) The Grantee agrees to, and does hereby grant to the Government, and to others acting on its behalf:

(i) A royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to reproduce, distribute, display, and perform all copyrighted material first produced or composed in the performance of this grant by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and to prepare derivative works based thereon; and

(ii) A license as aforesaid under any and all copyrighted or copyrighted work not first produced or composed by the Grantee in the performance of this grant but which is incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Grantee now has, or prior to completion or close-out of the grant, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The Grantee agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this grant without a license as provided for in subparagraph (c) (1) (ii) of this section, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

Organization Name:
Williamson County, Texas, a political subdivision of the State of Texas

Name and Title of Authorized Representative:

Judge Dan A. Gattis

_____

Signature Date

ATTACHMENT I **Contract No._____**

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Grantee, if subcontracting any of its performance hereunder, shall legally bind subgrantees to perform and make such subgrantees subject to all the duties, requirements, and obligations of Grantee under this Agreement. Grantee shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subgrantees to the extent permitted under the Constitution and laws of the State of Texas, and all applicable provisions of 10 CFR Part 600 – DOE Assistance Regulations, as well as full compliance with all reporting requirements set forth in Section XIX of the Agreement.

Grantee represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its subgrantees under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Grantee obtain the prior approval of Agency on Grantee's proposed subcontracts, be construed as relieving Grantee of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Grantee. Grantee shall, upon request, furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from the Commission, Grantee shall provide any and all documentation deemed necessary by the Commission to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Grantee and the Subgrantee, I hereby certify that Grantee and Subgrantee will comply with the above requirements.

_____

GRANTEE

_____

SUBGRANTEE:

By:_____

[Printed Name]

[Title]

Date: _____

ATTACHMENT J
AMERICAN RECOVERY & REINVESTMENT ACT--RECIPIENT AFFIDAVIT
This Affidavit must be signed and sworn (notarized) and returned with all Applications for this RFA

I, Judge Dan A. Gattis, an authorized representative of: Williamson County, Texas, a political subdivision of the State of Texas, a that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from the Railroad Commission of Texas, a [state agency, institution of higher education, governmental entity, political subdivision, or other entity] (circle one).

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all sub-recipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Williamson County, Texas, a political subdivision of the State of Texas
Recipient Name

_____
Affiant Signature
Dan A. Gattis
Full Name
Williamson County Judge
Title

_____
Date
Sworn and subscribed before me by the said

_____
(Printed Name of Recipient's Authorized Representative)
this ___ day of _____, 20___.
Notary Public, State of Texas

Notary’s printed name: _____My commission expires: _____(Seal)

ATTACHMENT K

Execution of Application

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.

2. By signature hereon, Applicant represents and warrants its intent to furnish the requested items at the prices quoted in its application.

3. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Texas Government Code, Section 321.022 and shall report any fraud, waste and abuse to the Texas State Auditor's as required at http://sao.fraud.state.tx.us/.

4. By signature hereon, Applicant represents and warrants that its prices include all costs of Applicant in providing the requested items that meet all specifications of this RFA, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of applications.

5. By signature hereon, Applicant represents and warrants that each employee, including 'replacement employees', will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.

6. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Commission under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.

7. By signature hereon, pursuant to Section 2155.004(a), Texas Government Code, Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted.

8. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Applicant is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Applicant represents and warrants that it holds a permit issued by the Texas Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004(a), Texas Government Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Commission to participate in preparing the specifications or request for applications on which the bid or contract is based. Further, Applicant certifies that the individual or business entity named in this Application or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. See Texas Government Code Section 2155.004(b).

9. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Application made to any competitor or any other person engaged in such line of business.

10. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete and accurate.

11. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Application is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this Application.

12. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of the Applicant, Applicant qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

13. Check below if preference claimed under 34 Texas Administrative Code §20.38:
    - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
    - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
    - Agricultural products grown in Texas
    - Agricultural products offered by a Texas bidder
    - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
    - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
    - Texas Vegetation Native to the Region
    - USA produced supplies, materials or equipment
    - Products of persons with mental or physical disabilities
    - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
    - Energy Efficient Products
    - Rubberized asphalt paving material
    - Recycled motor oil and lubricants
    - Products produced at facilities located on formerly contaminated property
    - Products and services from economically depressed or blighted areas
    - Vendors that meet or exceed air quality standards
    - Recycled or Reused Computer Equipment of Other Manufacturers
    - Foods of Higher Nutritional Value

14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Application is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Application. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name:	SSN:
Name:	SSN:
Name:	SSN:

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

15. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Applicant and an employee of the Commission, and Applicant has not been an employee of the Commission within the immediate twelve (12) months prior to Applicant's Application. By signature hereon, Applicant certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency. All such disclosures will be subject to administrative review and approval prior to Commission entering into any agreement with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld, if this information is false.

16. By signature hereon, pursuant to Section 2155.004, Texas Government Code Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA.

17. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.

18. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

19. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.

20. By signature hereon, in accordance with Section 2155.4441, Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

21. By signature hereon, Applicant represents and warrants that Commission's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Section 556.005 or Section 556.008, Texas Government Code.

22. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

23. Under Section 2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Applicant certifies that the individual or business entity named in the Application is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

24. By signature hereon and by checking or initialing **either** Subsection (a) **or** Subsection (b), as applicable, Applicant represents and warrants the following:

    (a) __Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Section 1 of this document that would or could impair Applicant's performance under any contract resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to the Commission's consideration of Applicant's Application. Applicant represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Applicant or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Applicant's Application in response to this RFA. In addition, Applicant represents and warrants that it shall notify Commission in writing within five (5) business days of any changes to the representations or warranties in this Subsection (a) and understands that failure to so timely update the Commission shall constitute breach of contract and may result in immediate termination of the contract.

    (b) Applicant is unable to make the representation and warranty in Subsection (a) above and instead

represents and warrants that it has included as a detailed attachment in its Application, which expressly references this Subsection (b), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Applicant's performance under any contract resulting from this RFA; (2) relate to the solicited or similar goods or services; or (3) be otherwise relevant to the Commission's consideration of Applicant's Application. In addition, Applicant represents and warrants that it shall notify Comptroller in writing within five (5) business days of any changes to the representations or warranties in this Subsection (b) or attachments in response to Subsection (b) and understands that failure to so timely update the Commission shall constitute breach of contract and may result in immediate termination of the contract.

Applicant understands that a Application returned without the appropriate checked or initialed representation and warranty and the detailed attachment required in Subsection (b), when applicable, may be automatically disqualified.

25. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA, unless Applicant specifically takes an exception and offers an alternative provision in Applicant's Application as provided in Exhibit C, Section 2 of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

Authorized Signature	**Date Signed**
Judge Dan A. Gattis	**(512) 943-1550**
Printed Name and Title of Authorized Signature	**Phone Number**
Williamson County, Texas	**(512) 943-1662**
Company Name	**Fax Number**
Federal Employer Identification Number	**E-Mail Address**
710 Main Street, Suite 101	**Georgetown, Texas 78626**
Physical Street Address	**City, State, Zip Code**
710 Main Street, Suite 101	**Georgetown, Texas 78626**
Mailing Address, if different	**City, State, Zip Code**

ATTACHMENT L
ARRA REPORTING REQUIREMENTS

1. Grantee shall submit to the Commission the following reports:

A. INITIAL INFORMATION REPORT. The Grantee shall submit the following information upon the execution of the Grant Agreement and return this report when the executed Grant Agreement is submitted to the Agency:

I. Grantee Identification:

a. Grantee name: Provide the following information for the Grantee;

(i) the official name of the Grantee as it appears on the Grant Agreement;
(ii) the street address, city, and county of the official place of business;
(iii) City, County, and U.S. Postal Zip Code + four digits;
(iv) the url designation or address of any official web site for the Grantee;
(v) U.S. Congressional District;
(vi) the state senatorial district;
(vii) the state house district;
(viii) a copy of the minutes or resolution by which the Grantee approved the Grant agreement and designated an authorized representative for the Grantee;
(ix) the grant/award number assigned to the Grantee by the Agency;
(x) the date the Grant Agreement was signed (mm/dd/yyyy); and
(xi) the performance period established in the Grant Agreement during which sponsorship begins and ends.

b. Authorized Representative: Provide the following information for the person designated by the Grantee to represent the Grantee in the performance of the Grant Agreement:

(i) the name of the authorized representative and official title, if any;
(ii) the street address, city, and county of the primary business location;
(iii) City, County, and U.S. Postal Zip Code + four digits;
(iv) area code and telephone number; and
(v) email address.

c. Key Personnel: Provide the following information for each employee or agent designated by the Grantee or the Authorized Representative that may assist or serve as representative for the Grantee in the performance of the Grant Agreement:

(i) the name of the key personnel and official title, if any;
(ii) primary role served for the Grantee with respect to the Grant;
(iii) the street address, city, and county of the primary business location;
(iv) City, County, and U.S. Postal Zip Code + four digits;
(v) area code and telephone number; and
(vi) email address.

d. Five most highly compensated individuals: The information required in this subsection is ONLY required when the reporting entity (A) received 80 percent or more of its annual gross revenues in Federal awards the recipient in its preceding fiscal year, or (B) received $25,000,000 or more in annual gross revenues from Federal awards; and (C) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 *(15 U.S.C. 78m*(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC §6104]. If this subsection is applicable, the report shall include:

(i) the names and total compensation for the five most highly compensated officers of the entity;
(ii) "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following: Salary and bonus; Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R; Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees; Change in pension value. This is the change in present value of defined benefit and actuarial pension plans; Above-market earnings on deferred compensation which are not tax-qualified;. Other compensation, for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

II. Project Identification:

a. Project Name: Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. Primary Performance Location: Provide physical location of primary place of performance by:

(i) street address,

(ii) City, County, and U.S. Postal Zip Code + four digits

(iii) U.S. Congressional District;

(iv) the state senatorial district; and

(v) the state house district;

c. Project Objective: A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

B. MONTHLY REPORT. On 25th day of each calendar month, the Grantee shall submit a report in the format required by the Commission containing the following information:

I. Grantee Identification:

a. Grantee name: Provide the name of the Grantee as it appears on the Grant Agreement.

b. Report Contact: Provide the name of person preparing and submitting the report and contact information including telephone number and email address.

c. Award Number: Provide the grant/award number (if any) assigned to the Grantee by the Agency.

d. Grant Dates: Provide the date the Grant Agreement was signed (mm/dd/yyyy) and the performance period established in the Grant Agreement during which sponsorship begins and ends.

e. Changes to the Initial Information Report: Provide any amendments or changes to the information provided in the Initial Information Report.

II. Grant Award/Budget Information:

a. Total Amount of Grant: Provide the anticipated total amount of cash to be disbursed to Grantee by the expiration date of the Grant Agreement, respectively.

b. Amount of Grant Funds Received: Provide the cumulative amount of cash received by the Grantee as of the reporting period end date.

c. Amount of Grant funds Disbursed: Provide the cumulative amount of cash disbursed by the Grantee as of the reporting period end date.

d. Cost Status: Show funds budgeted and funds disbursed for each budget item. If cost sharing is required break out by Commission share, Grantee share, and total costs.

III. Project Information:

a. Project Name: Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. Project Objective: A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

c. Schedule Status: List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance.

d. Progress Evaluation Provide a brief description of overall progress on each project objective (such as: Not started; Less than 50% completed; Completed 50% or more; Fully Completed) and a comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

e. Project Efforts: Provide a brief narrative of any changes in approach or aims and reasons for change (remember significant changes to the objectives and scope require prior approval by the contracting officer), actual or anticipated problems or delays and actions taken or planned to resolve them; and any absence of key personnel or changes in consortium/teaming arrangement.

g. Product or technology transfer activities: A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

(i) Publications (list journal name, volume, issue); conference papers; or other public releases of results;

(ii) Web site or other Internet sites that reflect the results of this project;

(iii) Networks or collaborations fostered;
(iv) Technologies/Techniques;
(v) Inventions/Patent Applications
(vi) Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

IV. Job Created/Retained:

a. Definitions: In providing information for Jobs Created/Retained, please use the following definitions:

"Jobs created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding provided pursuant to this Grant Agreement. A job reported as a job created cannot be also reported as a job retained.

"Jobs retained" means those previously existing filled positions that are retained as a result of funding provided pursuant to this Grant Agreement. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. A job reported as a job retained cannot be also reported as a job created.

"The United States and outlying areas" means the 50 States, the District of Columbia, the Commonwealths of Puerto Rico, and the Northern Mariana Islands, the Territories of American Samoa, Guam, and the U.S. Virgin Islands; and the Minor outlying islands of Baker, Howland, Jarvis, Midway, and Navassa Islands; Johnston, Palmyra, and Wake Atolls, and Kingman Reef.

b. Jobs Created:

(i) The number of jobs created in the United States and outlying areas;
(ii) a brief description of the types of jobs created; and
(iii) the anticipated or likely duration of the jobs created.

c. Jobs Retained:

(i) The number of jobs retained in the United States and outlying areas;
(ii) a brief description of the types of jobs retained; and
(iii) the anticipated or likely duration of the jobs retained.

V. Technical Measures:

a. Number of alternative fuel vehicles purchased;
b. Number of conventional vehicles converted to alternative fuel use;
c. Number of new alternative refueling stations emplaced;
d. Number of new carpools and vanpools formed;
e. Number of energy-efficient traffic signals installed; and
f. Number of street lane-miles for which synchronized traffic signals were installed.

C. FINAL REPORT. No later than 30 days following the grant ending date, the Grantee shall submit a Final Report in the format required by the Commission containing all the information required for the Monthly Report cumulative through the last day of the grant performance period.

2. Grantee shall require any of its Sub-Grantees or subcontractors that are remitted any funds provided under this agreement to submit the reports identified in this attachment substituting the word "Grantee" and replacing it with Sub-grantee or subcontractor, as appropriate.

3. Failure to comply with the requirements of this attachment may result in termination of the grant award and the Grantee being ineligible for future grants.

4. The form and substance of these reporting requirements may be amended by the Commission at any time.

As the duly authorized representative of the Grantee, I hereby certify that Grantee will comply with the above requirements.

GRANTEE: Williamson County, Texas

By:_____ Date: _____

Dan A. Gattis, County Judge

INTERLOCAL AGREEMENT
TEXAS PROPANE FLEET PILOT PROGRAM
STIMULUS GRANT AGREEMENT BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
WILLIAMSON COUNTY

RRC Grant Agreement #___578430_____

Recitals

Whereas, the United States Congress enacted and the President signed the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (2009) (ARRA) to promote economic recovery, investment and creation of new jobs and opportunities;

Whereas, the Railroad Commission of Texas (Commission), an agency of the State of Texas, has been awarded ARRA funds from the U.S. Department of Energy, Award No. DE-EE0002564 (DOE Grant);

Whereas, Chapter 113, Subchapter I, Texas Natural Resources Code, P.L. 111-5, (2009), and the DOE Grant authorize the Commission to award ARRA stimulus funds to local governments, municipalities, and other governmental organizations to fund approved grant-funded projects and activities;

Whereas, Williamson County, Texas (Grantee), a political subdivision of the State of Texas is eligible to receive an award of ARRA grant funding to be utilized for purposes authorized by ARRA and the DOE Grant;

Whereas, the Commission wishes to award ARRA grant funding to the Grantee and the Commission and Grantee wish to enter into this Grant Agreement (Agreement); and

Whereas, under this Agreement, Grantee shall fully comply with all terms, conditions, requirements, and other requirements of the ARRA, the DOE Grant and this Agreement, including those set forth in the Attachments and Exhibits attached to and incorporated in this Agreement; and

Whereas, in consideration of Grantee's compliance with all eligibility and other requirements of the ARRA, the DOE Grant and this Agreement, Commission agrees to award ARRA funds to Grantee on a cost reimbursement basis in an amount not to exceed **$208,420.00**; and

Whereas, the foregoing grant amount shall be utilized by Grantee solely for the purposes of this Agreement, the DOE GRANT, and the ARRA and Commission's requirements regarding same, in addition to requirements as may be provided by Commission throughout the term of this Agreement.

Now, Therefore, in consideration of all of the foregoing, the parties hereby agree as follows:

I. Parties

This Agreement is made and entered into by the following parties:

Commission: The Railroad Commission of Texas
P.O. Box 12967
Austin, Texas 78711-2967

Grantee: _____
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

II. Authority and Purpose

This Agreement is entered into pursuant to and in compliance with the provisions of Chapter 113, Subchapter I, Texas Natural Resources Code; the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (2009) (ARRA), the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the DOE Grant. Funding of this grant is provided by the Railroad Commission of Texas via the U.S. Department of Energy Award No. DE-EEE0002564 (DOE Grant).

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Grantee represents and warrants that by signature on this Agreement, Grantee has full authority to carry out the terms, conditions and requirements of the Agreement.

The Commission and Grantee enter into this Agreement to provide governmental functions or services that each party to the contract is authorized to perform individually.

III. Services

Grantee shall utilize the grant funds solely for the purposes authorized by the Commission and shall maintain full compliance with all terms and conditions described in the Agreement and all Attachments and Exhibits, which are attached to and incorporated in this Agreement for all purposes. In addition, Grantee shall fully comply with all special provisions of this Agreement, including reporting requirements, and with Commission directives, throughout the term of this Agreement.

Grantee shall retain full control over the personnel, equipment, supplies, and other items Grantee selects as necessary to comply with the terms of this Agreement and as described in Exhibit 1, attached to and incorporated in this Agreement. This Agreement does not involve proprietary rights or intellectual property issues.

Grantee shall submit such records, information, and reports in such form and at such times as may be required by Commission; these reports shall include, but are not limited to, the reports specified in this Agreement, Attachment L and Exhibit 1.

IV. Payments

Total payments to Grantee under this Agreement shall not exceed **$208,420.00.** Grantee's payments under this Agreement are limited to reimbursements of actual authorized costs incurred pursuant to the budget provided in Attachment B, attached to and incorporated in this Agreement. No other amounts shall be paid. Grantee shall submit each request for payment by submitting a detailed invoice, listing expenses by budget categories to the Commission. Grantee shall submit invoices that are fully supported by receipts and such other documentation. Commission reserves the right, in its sole discretion, to withhold payment of invoices for which Grantee does not submit documentation acceptable to Commission. Grantee shall submit invoices for services performed and costs incurred in the prior month.

Title to and control over equipment or license of any software so purchased for Grantee's performance under this Agreement shall remain with Grantee so long as it is being used for the purpose for which it was intended under the terms of this Agreement. Commission reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Commission must give prior approval of all such revisions through its execution of a written change order to this Agreement.

V. Termination

Commission reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee.

Upon receipt of notice of termination from Commission, Grantee shall immediately cease to submit monthly statements or requests for reimbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs; Commission shall have no liability whatsoever for any costs incurred after such termination date.

Pursuant to Sections 2155.006 and 2261.053, Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina (meaning the hurricane of that name that struck the gulf coast region of the United States in August, 2005), or any other disaster as defined by Section 418.004, Government Code, occurring after September 24, 2005. If a state agency determines that an individual or business entity holding this contract is ineligible to have the bid accepted or contract awarded under Section 2155.006 or Section 2261.053, Government Code, the state agency may immediately terminate the contract without further obligation to the vendor.

VI. Subcontracting

Grantee may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Commission pursuant to the terms and subject to compliance with the flow down provisions of Attachment I of this Agreement.

VII. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Commission may unilaterally amend this Agreement as provided in Paragraph XV.

VIII. Incorporation of Attachments and Exhibit; Incorporation by Reference

This Agreement consists of all of the following documents which are attached to and incorporated in this Agreement for all purposes: The Agreement and the following documents, which are attached to and incorporated in this Agreement, constitute the entire agreement between the parties for all purposes

This Agreement;	
Attachment A:	**Statement of Services to be Performed**
Attachment B:	**Project Budget**
Attachment C:	**DOE Required Special Terms & Conditions**
Attachment C-1:	**Assurance of Compliance with Nondiscrimination Laws-Grantee**
Attachment C-2:	**Assurance of Compliance with Nondiscrimination Laws-Subcontractor**
Attachment D:	**Certification Regarding Debarment, Suspension, Eligibility**
Attachment E:	**Certification Regarding Lobbying, Suspension**
Attachment F:	**Lobbying Activities**
Attachment G:	**NEPA Assurances**
Attachment H:	**Intellectual Property Provisions**
Attachment I:	**Subcontractor or Sub-grantees; Flow down Provisions**
Attachment J:	**Affidavit of Compliance**
Attachment K:	**Execution of Application**
Attachment L:	**Reporting Requirements**
Exhibit 1:	**DOE Assistance Agreement, Award No. DE-EE002564**

In the event of a conflict between this Agreement, its Attachments, or Exhibit 1, then Exhibit 1 shall control.

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of the Commission and the State of Texas, are incorporated into this Agreement by reference as if specifically written herein.

IX. Funding

The Commission's obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Commission of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination by Commission, without penalty to either party or the State of Texas, subject to the availability and receipt of these funds. In addition, Commission's authority and appropriations are subject to the actions of the Texas Legislature. If Commission becomes subject to a legislative change, revocation of statutory authority, or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Commission may terminate this Agreement without penalty to either party or the State of Texas. In the event of a termination or cancellation under this Paragraph, Commission shall, as soon as practicable, give notice to Grantee and neither party shall be liable for damages or losses caused or associated with such termination or cancellation.

X. Term of Agreement

The term of this Agreement shall begin on the date executed by all parties and be effective until January 31, 2014, unless terminated earlier in accordance with other provisions of this Agreement. The provisions of the following shall survive the termination or expiration of this Agreement: Paragraphs XIII, XIV, XVII; Sections 17.2, 17.3, 17.6; and applicable provisions of Exhibit 1 and Attachment C.

XI. Force Majeure

Except as otherwise provided, neither Grantee nor Commission shall be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such

force majeure or otherwise waive this right as a defense.

XII. Assignment

Grantee shall not transfer or assign any rights or duties under or any interest in this Agreement. Grantee shall not delegate its responsibilities or duties under the terms of this Agreement.

XIII. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XIV. Dispute Resolution Process

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Commission has adopted rules under Chapter 2260, codified at 16 Texas Administrative Code §§20.21 – 20.75, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Grantee shall comply with such rules.

XV. Applicable Law and Conforming Amendments

Grantee shall comply with all applicable state and federal laws, regulations, requirements and guidelines, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Commission reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Commission's or Grantee's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

The Agreement shall be governed by the laws of the State of Texas, and venue for any legal action under this Agreement shall be in Travis County, Texas.

XVI. ARRA Reporting, Data Collection, and Access to Records Requirements

16.1. Reporting Requirements.

Grantee shall submit performance reports as required by Attachment L, attached to and incorporated in this Agreement. Grantee shall promptly prepare and submit such periodic reports and information as identified by Commission regarding the status of any project undertaken pursuant to this Agreement at any time prior to completion of the project in the form and manner requested by Commission. Promptly upon completion of the project, Grantee shall prepare and submit to Commission, in the form and manner provided by Commission, such completion or close-out reports and information as identified by Commission regarding the status of the project. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

16.2. Data Collection and Access to Records.

Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of this Grant Agreement.

16.3 Notice and Authorized Representatives

Written notice shall be deemed to have been duly served when received by hand delivery, or when sent and received by certified mail or other verifiable delivery service, in each case to the following representative for COMMISSION and GRANTEE. Each party shall advise the other in writing of any change in authorized representative or address:

COMMISSION'S REPRESENTATIVE	GRANTEE'S REPRESENTATIVE
Heather Ball	Judge Dan A. Gattis (or his successor)
Marketing	Williamson County Judge
P.O. Box 12967	710 Main Street, Suite 101
Austin, TX 78711-2967	Georgetown, Texas 78626
Phone: 512-463-7680	Phone: 512-943-1550
Fax: 512-463-7200	Fax: 512-943-1662
e-mail: heather.ball@rrc.state.tx.us	

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XVII. Additional Provisions

17.1 Time Limits

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

17.2 No Waiver

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Commission as an agency of the State of Texas or otherwise available to Commission. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Commission under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Commission does not waive any privileges, rights, defenses, or immunities available to Commission as an agency of the State of Texas, or otherwise available to Commission, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Commission must be in writing, must reference this section, and must be signed by Commission to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Commission shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

17.3 No Liability upon Termination

If this Agreement is terminated for any reason, Commission and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts of any kind whatsoever arising from or related to any such termination.

17.4 Limitation on Authority; No Other Obligations

Grantee shall have no authority to act for or on behalf of Commission except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Grantee may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Commission. It is understood and agreed that the Grantee is acting under this Agreement as an independent contractor. Nothing in this Agreement shall create any employer/employee or agency relationship between the parties, their officers, or their employees.

17.5 No Other Benefits

Grantee shall have no exclusive rights or benefits other than those set forth herein.

17.6 Supporting Documents; Right to Audit; Independent Audits

Grantee shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Commission and State of Texas requirements. Grantee shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Commission, the State of Texas or their authorized representatives. Grantee shall cooperate with auditors and other authorized Commission and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by Commission or the State of Texas. By example and not as exclusion to other breaches or failures, Grantee's failure to comply with this

Section shall constitute a material breach of this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex. Gov't Code, the state auditor may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Grantee or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subgrantees through the Grantee and the requirement to cooperate is included in any subcontract it awards relating to this Agreement.

17.7 Davis Bacon Act

Grantee shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements as implemented through 29 CFR 5.5(a)", as more fully set forth in Attachment C.

The Commission is a "Recipient," and the Grantee is a "Subrecipient," as those terms are defined in the section entitled "DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT" in Attachment C.

17.8 Buy American Act – ARRA 1606

In purchasing iron, steel and manufactured goods for this project, Grantee shall comply with Section 1606 of the American Recovery and Reinvestment Act as more fully set forth in Attachment C.

17.12 National Environmental Policy Act

Grantee shall comply with the National Environmental Policy Act, 42 U.S.C. §§4321 *et. seq.* "NEPA" and shall not take any action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until either a NEPA clearance or final NEPA decision is provided by the National Energy Technology Laboratory (NETL) NEPA compliance Officer. If this funds provided by this Agreement is used for the purchase of equipment for new alternative fuel(s) refueling stations and/or purchase of equipment for retrofits of existing refueling stations, Grantee shall provide additional project information and, if requested, shall prepare or provide any assistance necessary to assist DOE in the preparation of any required Environmental Impact Statements or other environmental documentation. See Attachment G, attached to and incorporated in this Agreement.

17.13 National Historic Preservation Act of 1966

Prior to the expenditure of Federal funds to alter any structure or site, the Grantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, Grantee must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm. THPO contact information is available at the following link: http://www.nathpo.org/map.html .

Section 110(k) of the NHPA applies to DOE funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Grantee is considered in compliance with this agreement and Section 106 of the NHPA only when Grantee submits adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to Grantee that Grantee does not object to its Section 106 finding or determination. Grantee shall provide a copy of this concurrence to the Commission.

17.14 Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or disposal of hazardous materials shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code, Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas Commission on Environmental

Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 and includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. Grantee shall obtain any required permit and retain all compliance documentation related to the project.

17.15 Report of Fraud, Waste and Abuse: Texas Government Code, Section 321.022

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Grantee or by a client or contractor of the Grantee may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Grantee, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Grantee. See http://sao.fraud.state.tx.us/.

Grantee shall also promptly refer to the U. S. Department of Energy any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

XVIII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

XIX. Merger

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, each of which shall constitute only one instrument.

RAILROAD COMMISSION OF TEXAS	**GRANTEE:**
By: _____	By: _____
Denise Hudson	Printed Name: Dan A. Gattis
Deputy Executive Director	Title: Williamson County Judge
_____	
Date: _____	Date: _____

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ATTACHMENT A
STATEMENT OF SERVICES TO BE PERFORMED

Deliverable Requirements for Alternative Fuel Vehicle Retrofits, Conversions and Purchasing:

Planning and Purchasing

- For new purchase of alternative fuel vehicles the incremental cost shall be based on the calculated difference between the cost of the AFV and the cost of a comparable conventional models verified by manufacturer estimate, after all other applicable manufacturer and local/state rebates, tax credits, and cash equivalent incentives are applied;
- For vehicle conversions, the incremental cost shall be based on the cost of the new fuel system plus installation after all other applicable manufacturer and local/state rebates and cash equivalent incentives are applied.

Measurement and Verification

- Grantee shall prepare and submit a Monthly Progress Report via the internet on or by the 25th day of each month and follow all the State and Federal reporting requirements.
- Grantee shall prepare and submit Final Project Report 30-days after the end of the Agreement.

Deliverable Requirements for Alternative Fuels Refueling Infrastructure:

Planning and Purchasing

- Grantee shall purchase station components and materials in accordance with all federal, state, and local laws concerning purchase of goods and services.
- Grantee shall oversee the implementation plan and schedules: 1) finalize permits with building and safety, fire departments; 2) site preparation with concrete, piping and electrical; 3) CNG station installation; 4) facility start-up, training and operation; and 5) Grand opening and media event.

Measurement and Verification

- Grantee shall develop a test plan to collect and analyze data on vehicles using the new infrastructure.
- Grantee shall prepare and submit a Monthly Progress Report via internet on or by the 25th day of each month and follow all the State and Federal reporting requirements.
- Grantee shall prepare and submit Final Project Report 30-days after the expiration of the Grant Agreement.

Reporting Requirements

Reporting requirements for all applicant/grantees are as follows:

- ARRA Section 1512, DOE, OMB, and state issued rules and regulations impose an array of reporting requirement on the Commission who must, in turn, rely on its Grantees in order to meet these reporting obligations. The Grant Agreement, and in particular Attachment L to the Grant Agreement, identifies initial and monthly reporting requirements that the Grantee shall provide. Due to the importance of the reporting requirements, a Grantee's failure to meet its reporting obligations under the Grant Agreement may result in termination of the grant award and the entity being ineligible for future grants.

- An initial information report shall be submitted that provides key grantee and project information that will likely remain constant through the term of grant including the congressional representatives for Grantee's primary location and primary project locations and key personnel. Additionally, when the Grantee, sub-grantee, or subcontractor has received 80% of its gross revenue or more than $25 million from federal awards in the last year and the grant award or sub-award is over $25,000, then such entity must also provide the names and

compensation of the five most highly compensated individuals of the Grantee, sub-grantee, or subcontractor, as applicable.

- The required information that must be provided in the Monthly Report is summarized as follows:

I. Grantee Identification. Must include the Grantee name, the contact information for the individual filing the report, grant award number, and grant award date and performance period.

II. Grant Award/Budget Information. This portion must include the grant award amount, the cumulative total amount of funds received at the time of the report, the cumulative total amount of funds disbursed by the Grantee at the time of the report, and show funds budgeted and funds disbursed for each budget item.

III. Project Information. This information must include the project name, performance location, project objective and status, a progress evaluation comparing the objectives to the status, and description of project efforts that may adversely affect obtaining the objectives. Also, a brief description of any products produced or technology transfer activities accomplished that reflect accomplishments of the project.

IV. Job Created/Retained. Grantees must provide a tally of the jobs created or retained as a result of the grant funding and a brief description of the types of jobs and anticipated or likely duration.

V. Technical Measures. Reports must include**,** for the Transportation Efficiency program, the technical measures which are the number of alternative fuel vehicles purchased; the number of conventional vehicles converted to alternative fuel use; the number of new alternative refueling stations emplaced; the number of energy-efficient traffic signals installed; and the number of street lane-miles for which synchronized traffic signals were installed.

Grantee shall require that any of its sub-grantees or subcontractors shall provide monthly reports that provide the information necessary for the Grantee to fulfill its reporting obligations.

Commission reserves the authority to change these reporting requirements as the federal government more fully identifies the information that it will require of the Commission.

ATTACHMENT B
BUDGET

Vehicles:	**$139,170**
Station:	**$69,250**
Total Equipment:	**$208,420**
Total Cost Share:	**$385,523**
Total Amount:	**$593,943**

Commission may authorize revisions to budgeted amounts to provide for flexibility within budget categories, as provided in Paragraph IV of this Agreement.

ATTACHMENT C
DEPARTMENT OF ENERGY
SPECIAL TERMS AND CONDITIONS

RESOLUTION OF CONFLICTING CONDITIONS –

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Grantee is expected to manage its indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Grantee must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

STATEMENT OF FEDERAL STEWARDSHIP –

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS –

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your sub-awardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

PUBLICATIONS –

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0002564.

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS –

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION –

a. The intellectual property provisions applicable to this award are provided as Attachment H to this award.

LOBBYING RESTRICTIONS –

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS –

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS –

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of the Grantee's facilities, or (ii) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Grantee shall use grant funds in a manner that maximizes job creation and economic benefit.

The Grantee shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Grantee will be provided these details as they become available. The Grantee must comply with all requirements of the Act. If the Grantee believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Segregation of Costs

Grantee must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or subgrant; and
(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction

from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceablity of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement
(RESERVED)

H. False Claims Act

Grantee shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in supporting of Recovery Act Reporting

Grantee may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Grantee shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

Grantee must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference. (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

NONE

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i) Any Grantee request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Grantee shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]
[*Include all delivery costs to the construction site.]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning

application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Grantee of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND GRANTEE RESPONSIBILITIES FOR INFORMING

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, Grantee agrees to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) If Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," Grantee agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”

(3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes

financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the

30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor,

or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient’s and Subrecipient’s contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract 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 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

ATTACHMENT C-1 Contract No.

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Williamson County, Texas, a political subdivision of the State of Texas (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Deleted: _____

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program

where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Name and Title (Printed or Typed)	**Telephone Number**
Signature	**Date**
Contractor	
Company Name	(000) 000-0000
Name of Organization	**Telephone Number**
Street Address, City, State, Zip Code	
Address	
Authorized Official:	
Name, Title	(000) 000-0000
Name and Title (Printed or Typed)	**Telephone Number**
Signature	**Date**

ATTACHMENT C-2 Contract No. _____

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs

OMB Burden Disclosure Statement

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Deleted: Company Name _____

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Name and Title (Printed or Typed) **Telephone Number**

Signature **Date**

Contractor_____ _____

Name of Organization **Telephone Number**

Address

Authorized Official:____ _____

Name and Title (Printed or Typed) **Telephone Number**

Signature Date

ATTACHMENT D **Contract No. _____**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Williamson County, Texas, a political subdivision of the State of Texas
Organization Name

Judge Dan A. Gattis
Name and Title of Authorized Representative

_____ _____
Signature Date

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ATTACHMENT E **Contract No. _____**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I
(GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
(1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:
(Street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

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4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earning of which are devoted exclusively to charitable, educational, or recreational purposes.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended [“Simpson-Craig Amendment,” see Section

129 of The Balanced Budget Downpayment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

(Remainder of Page deliberately left blank.
Signatures on following page)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above certifications.

Williamson County, Texas,
a political subdivision of the State of Texas

Name of Applicant

Pre/Award Number and/or Project Name

Judge Dan A. Gattis

Printed Name and Title of Authorized Representative

Signature

Date

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ATTACHMENT F **Contract No. _____**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/application b. initial award c. post award	3. Report Type: ____ a. initial filing b. material change For Material Change Only: year _____ quarter ____ date of last report ____
. Name and Address of Reporting Entity: Name Address ____ Prime ____ Subawardee Tier, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable:	
8. Federal Action Number, If known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI):	
11. Amount of Payment (check all that apply): $_____ ____ actual ____ planned	12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature ____ value ____	
13. Type of Payment (check all that apply): ____ a. retainer ____ c. commission ____ e. deferred ____ b. one-time fee ____ d. contingent fee ____ f. other; specify _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
15. Continuation Sheet(s) SF-LLL-A attached: ____ Yes ____ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	Authorized Representative: Name Title:_____ Signature:_____ Telephone: (000) 000-0000 Date: _____	

ATTACHMENT G
NEPA Assurances as Award Terms
(Version August 2008)

- To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.
- The term "You" refers to Grantees and subcontractors of Grantees.
- The term "We" or "Us" refers to the Department of Energy and the Railroad Commission of Texas.

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;

2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;

3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;

4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;

5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and

6 On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

1 Comply with applicable provisions of the Clean Air Act (42 U.S.C.740 I, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR,1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.

2 Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:

a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NIEPA, as implemented by DOE at 10 CFR part 1021.

b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.

c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).

d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Bathers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.

e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3 Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4 Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1 **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

2 **Animals and plants.**

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966(7 U.S.C. 2131-*2156)* and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.

b. You must follow the guidelines in the National Academy of Sciences(NAS) Publication "Guide for the Care and Use of Laboratory Animals"(1996, which may be found currently at http://www.nap.edu/readingroomlbooks/labrats/) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).

c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior *(50* CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3. **Lobbying.**

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.

b. If you are a nonprofit organization described in section 501(c)(4)of title 26, United States Code (the Internal Revenue Code of 1968),you may not engage in lobbying activities as defmed in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting fluids under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of *1995* (2 U.S.C. 1611).

c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41U.S.C. 22.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act *(5*U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at *5* CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native

American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at *65* FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10. **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**

a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:

i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or

ii. Military recruiters' access to campuses, students on campuses, or information about students.

b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and

ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. **Historic preservation.** You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 4700, as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. *559]*.

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

12. **Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. **Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. **Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111(36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in aFederal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

15. **Trafficking in Persons**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect;
or
iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a. 1 of this award term;
or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.l of this award term through conduct that is either—
A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. 1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.l of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 orb. of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TWA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a. 1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing **or** matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:
   A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
   B. A for-profit organization.

4. `"Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TWA, as amended (22 U.S.C. 7102).

V. National Policy Requirements for Subawards.

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

_____

SUBRECIPIENT:

By:_____ Date: _____

As the duly authorized representative of the Subcontractor, I hereby certify that Subcontractor will comply with the above requirements.

_____

SUBCONTRACTOR

By:_____ Date: _____

[Printed Name and Title]

ATTACHMENT H **Contract No. _____**

Intellectual Property Provisions

AUTHORIZATION AND CONSENT (41 CFR 9-9.102-1)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts hereunder), of any invention described in and covered by a patent of the United States.

(a) embodied in the structure or composition of any article, the delivery of which is accepted by the Government under this grant, or

(b) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Grantee or the using subcontractor with

(i) specifications or written provisions now or hereafter forming a part of this grant, or

(ii) specific written instructions given by the Contracting Officer directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this grant or any subcontract hereunder (including all lower-tier subcontracts hereunder), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

PATENT INDEMNITY (41 CFR 9-9.103-1)

If the amount of this contract is in excess of $10,000 the contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except U.S. letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the contractor; or (c) a claimed infringement which is settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (41 CFR 9-9.104(b))

The provisions of this clause shall be applicable only if the amount of this grant exceeds $10,000.

(a) The Grantee shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Grantee has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Grantee shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Grantee has agreed to indemnify the Government.

(c) This clause shall be included in all contracts and subgrants under this grant.

REPORTING OF ROYALTIES (41 CFR 9-9.110)

If this grant is in an amount which exceeds $10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Grantee agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensers to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

RIGHTS IN TECHNICAL DATA (SHORT FORM)

(a) Definitions. The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.

(b) Allocation of Rights.

(1) The Government shall have:

(i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;

(ii) The right of the Contracting Officer or his representatives to inspect, at all reasonable times up to three years after final payment under this grant, all technical data first produced or specifically used in the grant (for which inspection the Grantee or its contractor or subgrantee shall afford proper facilities to DOE); and

(iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time-to-time direct during the progress of the work, or in any event as the Contracting Officer shall direct upon completion or termination of this grant.

(2) The Grantee shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the date requirements of this grant have been met as of the date of the private use of such data. The Grantee agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Grantee shall treat such data in accordance with any restrictive legend contained thereon, unless use is specially authorized by prior written approval of the Contracting Officer.

(c) Copyrighted Material.

(1) The Grantee agrees to, and does hereby grant to the Government, and to others acting on its behalf:

(i) A royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to reproduce, distribute, display, and perform all copyrighted material first produced or composed in the performance of this grant by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and to prepare derivative works based thereon; and

(ii) A license as aforesaid under any and all copyrighted or copyrighted work not first produced or composed by the Grantee in the performance of this grant but which is incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Grantee now has, or prior to completion or close-out of the grant, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The Grantee agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this grant without a license as provided for in subparagraph (c) (1) (ii) of this section, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

Organization Name:
Williamson County, Texas, a political subdivision of the State of Texas

Deleted: ¶

Name and Title of Authorized Representative:

Judge Dan A. Gattis

Formatted: Underline

Signature Date

Deleted: ¶

ATTACHMENT I **Contract No._____**

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Grantee, if subcontracting any of its performance hereunder, shall legally bind subgrantees to perform and make such subgrantees subject to all the duties, requirements, and obligations of Grantee under this Agreement. Grantee shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subgrantees to the extent permitted under the Constitution and laws of the State of Texas, and all applicable provisions of 10 CFR Part 600 – DOE Assistance Regulations, as well as full compliance with all reporting requirements set forth in Section XIX of the Agreement.

Grantee represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its subgrantees under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Grantee obtain the prior approval of Agency on Grantee's proposed subcontracts, be construed as relieving Grantee of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Grantee. Grantee shall, upon request, furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from the Commission, Grantee shall provide any and all documentation deemed necessary by the Commission to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Grantee and the Subgrantee, I hereby certify that Grantee and Subgrantee will comply with the above requirements.

_____

GRANTEE

_____

SUBGRANTEE:

By:_____

[Printed Name]

[Title]

Date: _____

ATTACHMENT J
AMERICAN RECOVERY & REINVESTMENT ACT--RECIPIENT AFFIDAVIT
This Affidavit must be signed and sworn (notarized) and returned with all Applications for this RFA

I, Judge Dan A. Gattis, an authorized representative of: Williamson County, Texas, a political subdivision of the State of Texas, that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from the Railroad Commission of Texas, a [state agency, institution of higher education, governmental entity, political subdivision, or other entity] (circle one).

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all sub-recipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Williamson County, Texas, a political subdivision of the State of Texas
Recipient Name

_____
Affiant Signature
Dan A. Gattis
Full Name
Williamson County Judge
Title

_____
Date
Sworn and subscribed before me by the said

_____
(Printed Name of Recipient's Authorized Representative)
this ___ day of _____, 20___.
Notary Public, State of Texas

Deleted: _____ _____,
Deleted: _____ _____
Deleted: [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one)
Deleted: _____ ___¶
Deleted: _____ ___
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Deleted: _____ ___
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Notary’s printed name: _____My commission expires: _____(Seal)

ATTACHMENT K

Execution of Application

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.

2. By signature hereon, Applicant represents and warrants its intent to furnish the requested items at the prices quoted in its application.

3. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Texas Government Code, Section 321.022 and shall report any fraud, waste and abuse to the Texas State Auditor's as required at http://sao.fraud.state.tx.us/.

4. By signature hereon, Applicant represents and warrants that its prices include all costs of Applicant in providing the requested items that meet all specifications of this RFA, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of applications.

5. By signature hereon, Applicant represents and warrants that each employee, including 'replacement employees', will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.

6. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Commission under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.

7. By signature hereon, pursuant to Section 2155.004(a), Texas Government Code, Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted.

8. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Applicant is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Applicant represents and warrants that it holds a permit issued by the Texas Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004(a), Texas Government Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Commission to participate in preparing the specifications or request for applications on which the bid or contract is based. Further, Applicant certifies that the individual or business entity named in this Application or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. See Texas Government Code Section 2155.004(b).

9. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Application made to any competitor or any other person engaged in such line of business.

10. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete and accurate.

11. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Application is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this Application.

12. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of the Applicant, Applicant qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

13. Check below if preference claimed under 34 Texas Administrative Code §20.38:
    - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
    - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
    - Agricultural products grown in Texas
    - Agricultural products offered by a Texas bidder
    - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
    - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
    - Texas Vegetation Native to the Region
    - USA produced supplies, materials or equipment
    - Products of persons with mental or physical disabilities
    - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
    - Energy Efficient Products
    - Rubberized asphalt paving material
    - Recycled motor oil and lubricants
    - Products produced at facilities located on formerly contaminated property
    - Products and services from economically depressed or blighted areas
    - Vendors that meet or exceed air quality standards
    - Recycled or Reused Computer Equipment of Other Manufacturers
    - Foods of Higher Nutritional Value

14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Application is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Application. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name:	SSN:
Name:	SSN:
Name:	SSN:

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

15. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Applicant and an employee of the Commission, and Applicant has not been an employee of the Commission within the immediate twelve (12) months prior to Applicant's Application. By signature hereon, Applicant certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency. All such disclosures will be subject to administrative review and approval prior to Commission entering into any agreement with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld, if this information is false.

16. By signature hereon, pursuant to Section 2155.004, Texas Government Code Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA.

17. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.

18. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

19. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.

20. By signature hereon, in accordance with Section 2155.4441, Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

21. By signature hereon, Applicant represents and warrants that Commission's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Section 556.005 or Section 556.008, Texas Government Code.

22. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

23. Under Section 2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Applicant certifies that the individual or business entity named in the Application is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

24. By signature hereon and by checking or initialing **either** Subsection (a) **or** Subsection (b), as applicable, Applicant represents and warrants the following:

    (a) __Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Section 1 of this document that would or could impair Applicant's performance under any contract resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to the Commission's consideration of Applicant's Application. Applicant represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Applicant or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Applicant's Application in response to this RFA. In addition, Applicant represents and warrants that it shall notify Commission in writing within five (5) business days of any changes to the representations or warranties in this Subsection (a) and understands that failure to so timely update the Commission shall constitute breach of contract and may result in immediate termination of the contract.

    (b) Applicant is unable to make the representation and warranty in Subsection (a) above and instead

represents and warrants that it has included as a detailed attachment in its Application, which expressly references this Subsection (b), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Applicant's performance under any contract resulting from this RFA; (2) relate to the solicited or similar goods or services; or (3) be otherwise relevant to the Commission's consideration of Applicant's Application. In addition, Applicant represents and warrants that it shall notify Comptroller in writing within five (5) business days of any changes to the representations or warranties in this Subsection (b) or attachments in response to Subsection (b) and understands that failure to so timely update the Commission shall constitute breach of contract and may result in immediate termination of the contract.

Applicant understands that a Application returned without the appropriate checked or initialed representation and warranty and the detailed attachment required in Subsection (b), when applicable, may be automatically disqualified.

25. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA, unless Applicant specifically takes an exception and offers an alternative provision in Applicant's Application as provided in Exhibit C, Section 2 of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

Authorized Signature	**Date Signed**
Judge Dan A. Gattis	(512) 943-1550
Printed Name and Title of Authorized Signature	**Phone Number**
Williamson County, Texas	(512) 943-1662
Company Name	**Fax Number**
Federal Employer Identification Number	**E-Mail Address**
710 Main Street, Suite 101	Georgetown, Texas 78626
Physical Street Address	**City, State, Zip Code**
710 Main Street, Suite 101	Georgetown, Texas 78626
Mailing Address, if different	**City, State, Zip Code**

ATTACHMENT L
ARRA REPORTING REQUIREMENTS

1. Grantee shall submit to the Commission the following reports:

A. INITIAL INFORMATION REPORT. The Grantee shall submit the following information upon the execution of the Grant Agreement and return this report when the executed Grant Agreement is submitted to the Agency:

I. Grantee Identification:

a. Grantee name: Provide the following information for the Grantee;

(i) the official name of the Grantee as it appears on the Grant Agreement;
(ii) the street address, city, and county of the official place of business;
(iii) City, County, and U.S. Postal Zip Code + four digits;
(iv) the url designation or address of any official web site for the Grantee;
(v) U.S. Congressional District;
(vi) the state senatorial district;
(vii) the state house district;
(viii) a copy of the minutes or resolution by which the Grantee approved the Grant agreement and designated an authorized representative for the Grantee;
(ix) the grant/award number assigned to the Grantee by the Agency;
(x) the date the Grant Agreement was signed (mm/dd/yyyy); and
(xi) the performance period established in the Grant Agreement during which sponsorship begins and ends.

b. Authorized Representative: Provide the following information for the person designated by the Grantee to represent the Grantee in the performance of the Grant Agreement:

(i) the name of the authorized representative and official title, if any;
(ii) the street address, city, and county of the primary business location;
(iii) City, County, and U.S. Postal Zip Code + four digits;
(iv) area code and telephone number; and
(v) email address.

c. Key Personnel: Provide the following information for each employee or agent designated by the Grantee or the Authorized Representative that may assist or serve as representative for the Grantee in the performance of the Grant Agreement:

(i) the name of the key personnel and official title, if any;
(ii) primary role served for the Grantee with respect to the Grant;
(iii) the street address, city, and county of the primary business location;
(iv) City, County, and U.S. Postal Zip Code + four digits;
(v) area code and telephone number; and
(vi) email address.

d. Five most highly compensated individuals: The information required in this subsection is ONLY required when the reporting entity (A) received 80 percent or more of its annual gross revenues in Federal awards the recipient in its preceding fiscal year, or (B) received $25,000,000 or more in annual gross revenues from Federal awards; and (C) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 *(15 U.S.C. 78m*(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC §6104]. If this subsection is applicable, the report shall include:

(i) the names and total compensation for the five most highly compensated officers of the entity;
(ii) "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following: Salary and bonus; Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R; Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees; Change in pension value. This is the change in present value of defined benefit and actuarial pension plans; Above-market earnings on deferred compensation which are not tax-qualified;. Other compensation, for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

II. Project Identification:

a. Project Name: Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. Primary Performance Location: Provide physical location of primary place of performance by:

(i) street address,

(ii) City, County, and U.S. Postal Zip Code + four digits

(iii) U.S. Congressional District;

(iv) the state senatorial district; and

(v) the state house district;

c. Project Objective: A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

B. MONTHLY REPORT. On 25th day of each calendar month, the Grantee shall submit a report in the format required by the Commission containing the following information:

I. Grantee Identification:

a. Grantee name: Provide the name of the Grantee as it appears on the Grant Agreement.

b. Report Contact: Provide the name of person preparing and submitting the report and contact information including telephone number and email address.

c. Award Number: Provide the grant/award number (if any) assigned to the Grantee by the Agency.

d. Grant Dates: Provide the date the Grant Agreement was signed (mm/dd/yyyy) and the performance period established in the Grant Agreement during which sponsorship begins and ends.

e. Changes to the Initial Information Report: Provide any amendments or changes to the information provided in the Initial Information Report.

II. Grant Award/Budget Information:

a. Total Amount of Grant: Provide the anticipated total amount of cash to be disbursed to Grantee by the expiration date of the Grant Agreement, respectively.

b. Amount of Grant Funds Received: Provide the cumulative amount of cash received by the Grantee as of the reporting period end date.

c. Amount of Grant funds Disbursed: Provide the cumulative amount of cash disbursed by the Grantee as of the reporting period end date.

d. Cost Status: Show funds budgeted and funds disbursed for each budget item. If cost sharing is required break out by Commission share, Grantee share, and total costs.

III. Project Information:

a. Project Name: Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. Project Objective: A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

c. Schedule Status: List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance.

d. Progress Evaluation Provide a brief description of overall progress on each project objective (such as: Not started; Less than 50% completed; Completed 50% or more; Fully Completed) and a comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

e. Project Efforts: Provide a brief narrative of any changes in approach or aims and reasons for change (remember significant changes to the objectives and scope require prior approval by the contracting officer), actual or anticipated problems or delays and actions taken or planned to resolve them; and any absence of key personnel or changes in consortium/teaming arrangement.

g. Product or technology transfer activities: A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

(i) Publications (list journal name, volume, issue); conference papers; or other public releases of results;

(ii) Web site or other Internet sites that reflect the results of this project;

(iii) Networks or collaborations fostered;
(iv) Technologies/Techniques;
(v) Inventions/Patent Applications
(vi) Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

IV. Job Created/Retained:

a. Definitions: In providing information for Jobs Created/Retained, please use the following definitions:

"Jobs created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding provided pursuant to this Grant Agreement. A job reported as a job created cannot be also reported as a job retained.

"Jobs retained" means those previously existing filled positions that are retained as a result of funding provided pursuant to this Grant Agreement. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. A job reported as a job retained cannot be also reported as a job created.

"The United States and outlying areas" means the 50 States, the District of Columbia, the Commonwealths of Puerto Rico, and the Northern Mariana Islands, the Territories of American Samoa, Guam, and the U.S. Virgin Islands; and the Minor outlying islands of Baker, Howland, Jarvis, Midway, and Navassa Islands; Johnston, Palmyra, and Wake Atolls, and Kingman Reef.

b. Jobs Created:

(i) The number of jobs created in the United States and outlying areas;
(ii) a brief description of the types of jobs created; and
(iii) the anticipated or likely duration of the jobs created.

c. Jobs Retained:

(i) The number of jobs retained in the United States and outlying areas;
(ii) a brief description of the types of jobs retained; and
(iii) the anticipated or likely duration of the jobs retained.

V. Technical Measures:

a. Number of alternative fuel vehicles purchased;
b. Number of conventional vehicles converted to alternative fuel use;
c. Number of new alternative refueling stations emplaced;
d. Number of new carpools and vanpools formed;
e. Number of energy-efficient traffic signals installed; and
f. Number of street lane-miles for which synchronized traffic signals were installed.

C. FINAL REPORT. No later than 30 days following the grant ending date, the Grantee shall submit a Final Report in the format required by the Commission containing all the information required for the Monthly Report cumulative through the last day of the grant performance period.

2. Grantee shall require any of its Sub-Grantees or subcontractors that are remitted any funds provided under this agreement to submit the reports identified in this attachment substituting the word "Grantee" and replacing it with Sub-grantee or subcontractor, as appropriate.

3. Failure to comply with the requirements of this attachment may result in termination of the grant award and the Grantee being ineligible for future grants.

4. The form and substance of these reporting requirements may be amended by the Commission at any time.

As the duly authorized representative of the Grantee, I hereby certify that Grantee will comply with the above requirements.

GRANTEE: **Williamson County, Texas**

By:_____ Date: _____

Dan A. Gattis, County Judge

Deleted: **[Name of Grantee]**_____

Deleted: [Printed name, Title]

CAMPO Board Changes
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to amend the CAMPO Joint Powers Agreement regarding the composition of the CAMPO Policy Board.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy	Started On: 03/24/2010 01:53 PM
Final Approval Date: 03/25/2010	

Interlocal Agreement ESD No. 4
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on interlocal agreement between Williamson County and the Williamson County Emergency Services District No. 4 for establishing EMS ambulance housing at Williamson County Emergency Services District No. 4.

Background

The agreements have been reviewed by the ESD attorney and Hal Hawes of the County Attorney's Office. The agreements are fully executed by the ESD Board, and signed off for content by the attorneys involved. The original agreement have been delivered to Precinct Two and will be delivered to the Judge's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Final Agreement ESD 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	03/25/2010 10:38 AM	APRV
4	Commissioner Pct. 2 (Originator)	Grimes Kathy	03/25/2010 10:52 AM	APRV

Form Started By: Grimes Kathy — Started On: 03/25/2010 10:10 AM

Final Approval Date: 03/25/2010

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 FOR ESTABLISHING EMS AMBULANCE HOUSING AT WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and Williamson County Emergency Services District No. 4, a political subdivision of the State of Texas ("Williamson County ESD #4"), for establishing housing of one County Emergency Medical Services Ambulance in a fire station that is owned and operated by Williamson County ESD #4. The County and Williamson County ESD #4 are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for governmental functions and services, including police protection services; public health and welfare; records center services; administrative functions; and other governmental functions in which the contracting Parties are mutually interested in order to provide a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Section 791.001 of the Government Code provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments;

WHEREAS, Williamson County ESD #4 has constructed an emergency services station known as Liberty Hill Fire Department Station #1, which will house fire and emergency medical services personnel and equipment (the "Station");

WHEREAS, the Parties have a mutual interest in the use of the Station and the Parties wish to use the Station in cooperation with one another for the provision of emergency services and to increase the efficiency and effectiveness of their respective local governments; and

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

II. TERMS AND CONDITIONS

A. Primary Obligations of Williamson County ESD #4. Williamson County ESD #4 agrees to provide the County with the following:

1. One enclosed vehicle housing bay at the Station for one County Emergency Medical Services (hereinafter "EMS") ambulance;
2. Williamson County ESD #4 shall provide to County EMS personnel the sole use of two bedrooms, one office, one food locker and one large heated and cooled storage room at the Station; and
3. Williamson County ESD #4 agrees to provide to County EMS Ambulance personnel the usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.

B. Consideration. The County agrees to pay the total amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00) to Williamson County ESD #4 for establishing the housing of one EMS ambulance in the Station and for the County's use of the Station for the entire term of this Agreement, as set forth herein. The said Three Hundred Thousand Dollars ($300,000.00) shall be paid in Three equal installments of One Hundred Thousand Dollars ($100,000.00) each, with the first installment being due within 30 days of the second draw application by the contractor and the second installment paid within 30 days of the fourth draw application of the contractor and the remaining installment being due within ten (10) days of the occupancy of County's EMS ambulances and personnel at the Station. A copy of the draws schedule of the contractor is attached hereto as Exhibit. The said consideration shall only be applied towards the acquisition and construction costs and expenses associated with the Station and the provision of space for the housing of County's EMS ambulances and personnel. Williamson County ESD #4 hereby agrees and acknowledges that no other payments or other remuneration of funds, present or future, shall be due from the County beyond those contained within this Agreement.

C. Term. This Agreement shall be effective from the date of execution and continue for as long as the County intends to actively maintain County EMS services or County EMS Ambulance personnel at the Station.

D. Termination of Use of the Station. . The terms and conditions of this Agreement shall not apply to any new location of the Station in the event Williamson County ESD #4 ceases to use the Station for the provision of emergency services or conveys it to a third party so that it can no longer be used to station the County EMS Ambulance, and this Agreement shall automatically termite upon such event. However, the Parties agree to cooperate on the relocation of any County Ambulance and personnel to other facilities utilized by Williamson County ESD #4 in the event Williamson County ESD #4 ceases to use the Station and County can no longer utilize the Station for its purposes at no further expense to the County. In such case that any County Ambulance and personnel are relocated to

other facilities utilized by Williamson County ESD #4, Williamson County ESD #4 must provide the items set forth under Section II. A. above to the County at such other facilities. If Williamson County ESD #4 conveys the station to a third party so that it can no longer be used by Williamson County ESD #4 or the County for the provision of services contemplated herein, and Williamson County ESD #4 has no other facilities available to allow for the stationing of one County Ambulance and personnel, Williamson County ESD #4 shall pay to the County THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00) from the proceeds of any sale of the Station.

E. Removal of County's Improvements. Upon the termination of this Agreement, County may remove its personal property and any of the improvements that the County made to the Station so long as the removal of such improvements does not unreasonably damage the Station; provided, however, the County shall be obligated to repair any damage that may be caused by the removal of its improvements.

F. Condition of the Station. Williamson County ESD #4 shall maintain and repair, as necessary, the Station's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the Station. The County shall be responsible for keeping the areas that are solely used by it in a clean and neat condition. The County and Williamson County ESD #4 shall work in cooperation with one another in keeping the commonly used areas clean and neat.

G. Utilities and Service. Williamson County ESD #4 shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any utility services breaks down or for any cause ceases to function properly, Williamson County ESD #4 shall use reasonable diligence to repair the same promptly. Williamson County ESD #4 hereby agrees to pay the costs associated with all utilities supplied to the Station.

H. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. Williamson County ESD #4 and the County have a duty to mitigate damages.

III. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Inter-local Cooperation Act.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of Williamson County ESD #4.

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

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

WILLIAMSON COUNTY ESD #4:

President
Williamson County Emergency
Services District No. 4
P. O. Box 1256
Liberty Hill, Texas 78642

With a Copy to:

R. Mark Dietz
Dietz & Jarrard, P.C.
106 Fannin Avenue East
Round Rock, TX 78664-5219

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

With a Copy to:

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

E. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

F. Dispute Resolution. 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 or another convenient location to the Parties, if agreed to by both Parties. 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.

G. Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the Williamson County ESD #4, but any funds paid under this Agreement to Williamson County ESD #4 by County prior to said termination shall remain the property of Williamson County ESD #4.

H. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

I. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners,

joint ventures or associates of one another. The employees, volunteers, or agents of one Party shall not be deemed or construed to be the employees, volunteers, or agents of the other Party for any purposes whatsoever.

J. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense, right, or immunity available at law or in equity to the Parties, their past or present officers, employees, or agents, volunteers, or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental or sovereign immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties 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 EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODIES OF THE PARTIES.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2010.

Authorization

The authorized representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY, TEXAS	WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
By_____	By_____
Dan A. Gattis, County Judge	Gene Gatlin, President
_____	_____
Date	Date

Approved as to Form:

By: _____	By: _____
Hal C. Hawes Assistant Williamson County Attorney	R. Mark Dietz, Attorney for Williamson County Emergency Services District No. 4

Interlocal Agreement with Williamson-Travis Counties MUD
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on interlocal agreement for law enforcement services between Williamson County, Texas and Williamson-Travis Counties Municipal Utility District No. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Executed Security Agreement

Form Routing/Status

Form Started By: Grimes Kathy	Started On: 03/25/2010 10:24 AM
Final Approval Date: 03/25/2010	

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN WILLIAMSON COUNTY, TEXAS AND WILLIAMSON- TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1

This Agreement is made and entered into by and between **Williamson County, Texas**, hereinafter referred to as the "County," acting by and through its governing body, the Williamson County Commissioners Court and **Williamson-Travis Counties Municipal Utility District No. 1** (the "District"), a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code. The District and the County are referred to collectively herein as the "Parties").

RECITALS:

The predominant purpose of this Agreement is to provide additional law enforcement services to ensure the peace and safety of the citizens of Williamson County particularly within the territorial confines of the District and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the undersigned Williamson County elected official (the "Elected Official").

The Parties stipulate that the purpose of this Agreement is the performance of governmental functions and services as set out in the Texas Government Code Section 791.003(a), (d), (k), and (n).

Pursuant to Texas Water Code Section 49.216(a) (3), the District may contract to employ peace officers with the power to make arrests, among other things and to prevent or abate the commission of any offense against the laws of the State of Texas. The County is authorized to provide law enforcement services to the District pursuant to Texas Government Code Section 791.011(c) (2).

The Parties further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement services.

NOW THEREFORE, The County and the District, in consideration of the mutual covenants and agreements herein contained, mutually agree as follows:

I.

TERM

1.1 The services to be performed under this Agreement shall commence on April 1, 2010, and shall continue thereafter for one (1) year, unless terminated sooner in accordance with other provisions of this Agreement. This Agreement may be renewed annually with the written consent of the County and the District, such consent being obtained by the parties at least thirty (30) days prior to the expiration of the then current term.

II.

SERVICES

2.1 The County affirms and approves the authority of the Elected Official to provide one or more peace officers, as deemed appropriate by the Elected Official, to devote a primary portion of their working time, with the total number of hours per month to be set forth in this agreement and, thereafter, may be adjusted by the District as set forth below, to provide law enforcement services within the District's geographical area (the "Area"). It is intent of this Agreement that the peace officers' working time should be spent in the Area. From time to time, the District may request that the Elected Official adjust the working time spent in the District's Area and the monthly billings shall be adjusted accordingly.

2.2 County and Elected Official agree that the patrol services to be furnished pursuant to this Agreement are in addition to the regular on-duty peace officer services furnished within the area of the District, and that in no event shall the services furnished hereunder alter, impact or lessen the routine patrol services that are otherwise provided in the District.

2.3 As used herein, the phrase "working time" means those hours designated by the Elected Official in which its commissioned peace officers are assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officers shall perform law enforcement services as normally provided when working directly for the Elected Official. The Elected Official shall retain control and supervision of the peace officers performing services under this Agreement to the same extent as the Elected Official does with its other peace officers that are working outside the District's Area. The peace officers must always comply with the laws of the State of Texas and act within the scope of the General Orders and Standard Operating Procedures of the Elected Official's office. The peace officers cannot enforce "district policies" or "house rules" of the District; provided, however, the peace officers shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code.

2.4 The District understands and agrees that if emergency circumstances arise during the time in which a peace officer is providing services for the District and such peace officer must leave to respond to said emergency, the peace officer will be temporarily leaving the District's Area and will not be paid by the District while responding to such emergency. Nor shall the time associated with responding to such emergency be included within the number of monthly working hours furnished by peace officers within the Area under this Agreement. When the emergency assignment is completed, the peace officer will return to the District's Area and continue to provide the services contemplated by this Agreement.

2.5 Although the peace officers shall at all times remain under the control and supervision of the Elected Official, Elected Official agrees as follows with respect to the additional law enforcement services to be furnished by the peace officers under this Agreement:

a. Elected Official shall ensure that peace officers are familiar with the boundaries of the District, and that the services performed under this Agreement are undertaken within the District's boundaries only.

b. The Elected Official (and/or the County's coordinator) shall coordinate with the District the hours during which the additional patrol services are performed

within the District under this Agreement. It is the mutual intention of the parties that the patrol services performed under this Agreement shall be undertaken during "high crime time" periods and peak periods identified by the District.

c. The Elected Official (and/or the County's coordinator) shall use good faith efforts to minimize the turnover of peace officers that provide additional patrol services within the District pursuant to this Agreement. It is the intent of the parties that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a peace officer will be better able to identify and investigate suspicious or potential criminal activity.

III.

SPECIAL CONSIDERATIONS

3.1 The peace officers providing services to the Area will spend approximately Sixty (60) hours per month of working time in the service Area. Provided that the Elected Official has additional peace officers that are readily available to provide additional services hereunder, the number of working hours of the peace officers may be increased from time to time by the District by providing ten (10) calendar day's written request for additional services to the County's coordinator. The District may also decrease the above referenced number of working hours per month by providing thirty (30) calendar day's written notice thereof to the County's coordinator. Upon any such adjustment, the District's monthly pay obligation shall be adjusted accordingly.

3.2 The District shall designate a liaison representative for the sole purpose of maintaining communication between the District and the County and its coordinator. The County's coordinator shall serve as the County's point of contact for the District and shall assist the District with any issues that arise between the District and the County.

3.3 The County's coordinator shall be responsible for assigning peace officers to provide the law enforcement services in the Area for the District. The County's coordinator will also track the amount of time that the peace officers spend providing the services to the District hereunder.

3.4 It is understood and agreed by the parties that peace officers shall in no sense be considered an employee or agent of the District and the District will have no liability relating to any action taken by any peace officer while providing services under this Agreement. The County agrees that for purposes of Section 791.006 of the Texas Government Code, responsibility for any civil liability arising out of the services furnished under this Agreement shall remain with Williamson County, and not the District. The District shall not be responsible for, and shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of the peace officers. The County shall be responsible for the filing and payment of all income related taxes associated with the services performed by the peace officers under this Agreement. The peace officers shall not be treated as an employee of the District with respect to the services performed hereunder for federal or state tax purposes, for workers compensation purposes, or for any other purposes.

3.5 The County agrees that each peace officer will be properly insured while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

IV.

CONSIDERATION FOR SERVICES

4.1 The District agrees to pay to the County the sum of Forty Five and 43/100 Dollars ($45.43) per hour of time served by a peace officer within the Area pursuant to this Agreement for the District. Said amount shall compensate the County for the working time of the peace officer and the fully equipped patrol vehicle that is being utilized by such peace officer.

4.2 The District shall pay a monthly coordinator scheduling fee of none ($_0__) in order to compensate the County for the time spent by County's coordinator on coordinating and managing the services that are being provided hereunder. In the event the District is not obligated to pay a coordinator fee hereunder, such fee for coordination services will be absorbed in the hourly rates paid to peace officers for performing services for the District hereunder.

4.3 The County shall invoice the District monthly for all amounts due for the prior month. The County shall submit all invoices to the District no later than 12:00 noon on the Friday two weeks preceding the date of each regular District Board of Directors' meeting. All invoices that are timely submitted will, unless in dispute, be paid within fifteen (15) calendar days from each regular Board meeting but, if there is a bona-fide dispute over an invoice, the District may withhold payment of the disputed amount subject to the requirements of Chapter 2251 of the Texas Government Code.. All payments shall be made to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. Interest charges for any late payments shall be paid by the District in accordance with Chapter 2251 of the Texas Government Code.

V.

BREACH AND TERMINATION

5.1 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking any remedies available at law or in equity, terminate this Agreement.

5.2 Either party may terminate this Agreement prior to the expiration of the term set forth above, without cause, upon thirty (30) day's prior written notice to the other party.

VI.

NOTICE

6.1 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 received by the appropriate Party at the following addresses:

To the County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With a copy to the
Elected Official: _____
Attn: _____
_____
_____

To the District: Williamson-Travis Counties Municipal Utility No. 1

c/o: Willatt & Flickinger
2001 North Lamar
Austin, Texas 78705

6.2 Any party may designate a different address by giving the other parties ten days' written notice.

VII.

MISCELLANEOUS PROVISIONS

7.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

7.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

7.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

7.4 Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party.

Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

7.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

7.7 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

7.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

7.9 Assignment; Successors and Assigns. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

7.10 Non-Appropriation and Fiscal Funding. 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 either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

7.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under

this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

7.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

7.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

7.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

7.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

7.16 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

Date signed: _____ ____, 20____

APPROVED AS TO FORM AND SUBSTANCE:

WILLIAMSON COUNTY ELECTED OFFICIAL

By: _____

Printed Name: _____

Name of
Agency/
Elected Office: _____
Date signed: _____ ____, 20____

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY
DISTRICT NO. 1

By: Linda Garrett
Linda Garrett
Title: President

Date signed: March 17, 2010

Re-award Aramark contract for Jail Food Services
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider re-awarding existing contract for Food Services for Williamson County Jail with Aramark Corporation for period April 01, 2010 through March 31, 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Aramark renewal letter

Link: Sheriff's approval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	03/24/2010 02:11 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	03/25/2010 08:52 AM	APRV

Form Started By: Kerstin Hancock Started On: 03/22/2010 08:45 AM

Final Approval Date: 03/25/2010

Robert E. Space
Williamson County Purchasing Department
301 South East Inner Loop, Suite 106
Georgetown, Texas 78626

March 15, 2010

Dear Bob,

I am sending this letter to inform you to request a CPI as per the terms of the Aramark Food Services Contract at Williamson County Jail. The annual adjustment was put in place to help off-set some of the normal and unique increases we absorb on a daily basis. At this time we are seeking an adjustment of 1.86%.

I am sure you are aware of the record setting price increases that have been experienced in commodities and other supporting operating expenses. We have based our request on the Consumer Price Index (CPI), All-Urban U.S. City Average.

The Juvenile is now operating under a separate agreement, thus this request covers the Adult Service within Williamson County Jail only.

	Current Rate	CPI Increase	New Price
Price Per Inmate:	.9014	.0167	.9181

Aramark is sincerely pleased to provide services to Williamson County. We look forward to a continued strong relationship for years to come.

Regards,

Eddie Noriega
Gulfcoast District Manager

Kerstin Hancock

Subject: RE: Adult Jail letter

From: Kurt Showalter
Sent: Friday, March 19, 2010 2:26 PM
To: Kerstin Hancock
Cc: Bob Space
Subject: RE: Adult Jail letter

Kerstin:

I had the opportunity to discuss this will Sheriff Wilson and after careful consideration, he would like to renew the contract for the one year period described.

Thanks,

Kurt

From: Kerstin Hancock
Sent: Tuesday, March 16, 2010 2:40 PM
To: Kurt Showalter
Cc: Richard Elliott; Bob Space
Subject: FW: Adult Jail letter

Kurt,

Attached is the renewal letter from Aramark I have received in addition to the information I emailed yesterday. Please let me know if you are ok with this increase and I will put it on next week's agenda.
Thanks,

Kerstin Hancock
Purchasing Specialist

Williamson County Purchasing Department
301 SE Inner Loop, Ste. 106
Georgetown, TX 78626
Phone 512-943-1546
Fax 512-943-1575

From: Chandler, Bradley G. [mailto:Chandler-Bradley@aramark.com]
Sent: Tuesday, March 16, 2010 2:24 PM
To: Kerstin Hancock
Subject: Adult Jail letter

Hi Kerstin, see attached...

Brad Chandler
Regional General Manager
ARAMARK Correctional Services
C: 409-750-6051 E: Chandler-Bradley@aramark.com
GO BEYOND
FOR YOU. WITH YOU.

ARAMARK

Re-award Coinless Telephone System for the Williamson County Jail
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider re-awarding existing contract for the coinless telephone system for the Williamson County Jail to Securus Technologies, Inc. for the period beginning April 01, 2010 through March 31, 2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Securus letter

Form Routing/Status

Form Started By: Kerstin Hancock	Started On: 03/23/2010 02:26 PM
Final Approval Date: 03/25/2010	

March 22, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop Suite 106
Georgetown, TX 78626

Re: Contract Renewal #06WCAP107 Coin-less Telephone System for the Williamson County

Ms. Hancock:

This letter is to inform you that Securus Technologies, Inc wishes to renew the contract for the Coin-less Telephone System for the Williamson County Jail for the same terms and conditions as the existing contract including additional upgrades such as the Secure Call Platform (providing web based remote access to call monitoring and recording for authorized users, as well as PIN functionality, 2 roll around phones and many more features), Secure Instant Mail services and the option for Automated Information Services.

The Secure Call Platform and Secure Instant Mail services will be provided at no cost to Williamson County.

Automated Information Services can be provided via a commission deduction or via inmate welfare fund which is detailed below:

***Option A:**
AIS™ 2.0 including Inmate Trust OR Phone Account Funding:
$1,950 monthly fee.

***Option B:**
AIS™ 2.0 including Inmate Trust AND Phone Account Funding:
$1,300 monthly fee.

**based on 650 ADP*

The renewal period will be from April 01, 2010 through March 31, 2011.

Sincerely,

Robert E. Pickens, Chief Marketing Officer
Securus Technologies, Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

09WCP817, Public Safety Technology Program
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: John Sneed
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for RFP# 09WCP817, Public Safety Technology Program for CAD, MDCS/AVL, LERMS/FBR and FRMS Data Consolidation, to the best proposers meeting specifications, SunGard Public Sector, Inc. (primary vendor) and 3rd party suppliers Stratus Technologies, and Public Safety Corporation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Cry Wolf Services Description
Link: Cry Wolf Enduser License
Link: Stratus Contract
Link: SunGard Contract

Form Routing/Status

Form Started By: Patrick Strittmatter	Started On: 03/17/2010 03:05 PM
Final Approval Date: 03/25/2010	

Williamson County, Texas
CryWolf® False Alarm Tracking and Billing System Software and Services Description

(Firm for 90 Days from 1/1/10)

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Attachment A – Recommended Minimum Hardware Specifications

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Attachment C – False Alarm Management Technical Matrix

1 INTRODUCTION

Public Safety Corporation (PSC) is pleased to provide this Statement of Work (SOW) covering the software and services to be provided in the CryWolf® False Alarm Tracking and Billing System Implementation project for Williamson County, Texas. This document outlines the proposed Project Plan. This Plan describes the proposed deliverables, and the tasks required to fulfill each.

This document describes all deliverables required. If a service or software product is not described in this document, then it will not be provided within the scope of the proposed project. The terms and conditions of the software licenses described herein are included in a separate Annual End User Software License and Maintenance Agreement.

The project is a joint effort between SunGard, PSC and Williamson County. As Prime Contractor, SunGard will direct the overall project. PSC will supply, configure and install the CryWolf® False Alarm Tracking and Billing software. PSC will also provide software installation and onsite Williamson County staff training and offsite post-installation support services, which may include telephone and email conversations, as well as web-based post-installation support. SunGard and/or Williamson County will be responsible for providing all necessary computer hardware, operating system and database (MS SQL Server) software, system operating personnel, and post-installation system backup and recovery services. Williamson County will use a SunGard-provided CryWolf interface to extract a daily false alarm data file from its SunGard CAD 911 System for processing by CryWolf®. The project will be considered successfully completed when all deliverables have been provided and accepted by Williamson County.

The purpose of this project is to reduce the operating costs and administrative time, and increase the revenue from Williamson County's false alarm cost recovery program. Williamson County has determined that converting current false alarm registration information, and replacing existing tracking and billing functions will help accomplish this. These objectives will be achieved using modifiable commercial off-the-shelf (COTS) CryWolf® Alarm Tracking and Billing software developed by PSC.

2 General Company Information

Public Safety Corporation (PSC) was established in 1999 as the public safety arm of AOT, a large engineering services company, started in 1984. For ten years, PSC has provided false alarm management solutions to local governments across the country. PSC is now recognized as the nation's leader in false alarm management technology, with its proprietary software, CryWolf® (U.S. Patent No. 6,856,246). CryWolf® has been selected by more than 170 agencies covering more than 400 cities, counties and other municipalities throughout the United States and Canada.

CryWolf® has interfaced with SunGard CAD/911 systems for more than eight years and in nearly 40 jurisdictions. This interface is based on proprietary and seamless data transfer utilities developed by SunGard and PSC.

CryWolf® false alarm system clients range in population size from under 25,000 to nearly 4,000,000. In every case, PSC technology and services have help jurisdictions reduce false alarms, increase collections and improve efficiency.

PSC has over twenty-five people assigned to alarm administration and support. The company is financially strong and has invested in significant technical infrastructure to support its clients. The

adequacy of these resources is best demonstrated through PSC's ability over a ten year period to successfully manage many simultaneous projects.

3 SOFTWARE SOLUTIONS DETAILS

PSC proposes to install its state-of-the-art alarm tracking and billing system known as CryWolf®. CryWolf® is a table-driven, modular, high volume, transaction-based, alarm management system. Its unique, yet flexible design helped make CryWolf® the only patented (U.S. Patent No. 6,856,246) Alarm Response system available. This patent also helps to ensure that the technology in use by the Williamson County Program does not infringe on the intellectual property rights of other technology companies.

3.1 Software Overview

CryWolf® has a number of proven, sophisticated components and subsystems, which are readily tailored to Williamson County' requirements. CryWolf® is a complete .NET application that provides a Windows-based, client/server program combining networked, PC-based software and a central open architecture Microsoft® SQL Server (or Oracle) database system. This dynamic structure is the basis for our ability to easily interface the system with other Williamson County systems and to continuously upgrade the system to state-of-the art technology.

The system includes the following main components designed to fully support the Williamson County alarm management requirements:

- **Flexible, Alarm Ordinance Provisions and Business Rules** – CryWolf includes nearly 300 user defined drop-down menus, check box options and table-driven schedules to allow easy setup of initial business/ordinance rules and fast changes when rules change;
- **Alarm System Permitting, Renewal and Revocation –** CryWolf® tracks and permits alarm systems including the renewal and revocation of alarm system permits, maintains keyholder information, and identifies non-registered locations. Outstanding charges are automatically tracked for all accounts regardless of registration. Data is easily accessed by a variety of search fields to facilitate inquiry.
- **Geo-validation of Permit Registration Addresses -** CryWolf® provides built-in address validation using ESRI-standard shp files or address data files.
- **Alarm Company and Alarm Agent Permitting, Renewal and Revocation –** CryWolf® tracks and permits alarm companies (linking up to 4 companies to each alarm system) and alarm technicians including the renewal and revocation of alarm dealer and alarm technician permits; and maintains detailed contact and other information for each company and technician.
- **Seamless integration of computer interfaces** — PSC has more experience building, installing and maintaining interfaces in support of alarms processing than any other company. We have developed and installed required interfaces to most major CAD/911 and various financial systems.
- **Automated generation of violation invoices and notices to alarm users -** Our solution automatically generates letters/notices and invoices for false alarm events in accordance with Alarm Ordinance requirements. Our technology maintains an unlimited number of letters with fully customizable content and formats, and supports multiple fee schedules by location; alarm type; and status.
- **Proven Financial Management Tools –** With over one million false alarms processed annually by our technology, we are the proven industry leader in alarms processing and collections. Our solutions include a variety of tools to help collect fees including automated late notices, accounts receivable aging and delinquent account reports, and custom correspondence options.
- **Hearing and Appeal Support** - fully integrated hearing and appeal system that allows for the adjudication of any action for any account.

- **Production of Management Reports -** Our system includes nearly 60 standard financial, management and statistical reports that are easily tailored through date and data filters. Custom reports can also be created by a built-in Report Generator or through third-party report writers such as Crystal Reports. The approach offers flexibility, security and timeliness that no other reporting process provides.
- **Geographic Information System (GIS)-Based Reporting –** CryWolf provides built-in, ESRI-based, GIS reporting of alarm incident and permit locations including the ability to drill-down from map locations to underlying permit data, alarm account histories and supporting incident information.
- **Optional Web-based, fully-interactive alarm registration and renewal** - Secure, online access allows an alarm user to register/renew online and have limited access to update Registration information.
- **Other Optional Online Functions, as required** – Online false alarm payments can be made, alarm companies can review their customer alarm performance and users can attend online alarm schools 24/7.

3.2 CryWolf User and License Types

CryWolf consists of the following modules that may be individually licensed by workstation to provide a highly tailorable operating environment:

- **Full License** – this license provides complete false alarm management functionality including registration and permitting, correspondence management, false alarm tracking and billing, collection and payment management, hearing and appeals, and management reporting. The Full license is generally installed for users with complete alarm enforcement responsibilities, e.g. alarm section, unit or department staff.
- **Registration/Permitting Only License** – this license provides complete registration, permitting, renewal and revocation functionality. The Registration/Permitting license can be installed for staff whose responsibilities include only permit related activities and not false alarm incident tracking and billing.
- **Payment Processing Only License** – this license provides financial management functionality including payment entry, payment processing and collections. The Payment Processing License can be installed for staff whose responsibilities are limited to financial functions, e.g. fiscal unit or finance department. The Payment Processing license is also available with Registration/Permitting functions.
- **View-Only, Inquiry License –** this license provides the ability for a licensed workstation to search the database for alarm locations by full or partial name, address, registration/permit number, phone number and user-defined custom fields. The module also allows selected management reports to be viewed or printed. The Inquiry license can be installed on workstations to meet various administrative or management responsibilities. The View-Only, Inquiry function is also available in an online, web-based version where access by many workstations is required. The online version is licensed on a site-license basis.

CryWolf also offers an **Online, Web-based module** which provides online alarm registration / permitting and renewal; online alarm user access, account review and update; alarm company access and customer account review; online alarm awareness classes / alarm school and optional online alarm fee/fine payments.

3.3 Proposed CryWolf Licenses and Usage

Based on the Williamson County CAD RFP requirements, the Williamson County Alarm Ordinance provisions and Williamson County demographics, we are proposing a complete alarm management system comprised of two (2) Full and two (2) View-Only, Inquiry CryWolf licenses for installation on

two (2) Williamson County workstations with a central (MS SQL Server) alarm database on a Server accessible by the workstations.

4 RESPONSE TO ALARM MANAGEMENT TECHNICAL REQUIREMENTS

In Attachment C, we provide the completed Alarm Tracking and Billing portion of the RFP technical matrix.

5 PROJECT SERVICES

This section describes the specific services and timeline that PSC proposes to provide Williamson County as part of the False Alarm Tracking and Billing System implementation project. These services will be provided directly and managed by PSC. PSC assumes full responsibility for all deliverables that it proposes to provide, and will be the single point of contact for Williamson County on the alarm management portion of the project. PSC is only responsible for providing the products and services described in this section. The project will be divided into four phases: Project Planning and Software Configuration, CAD Alarm Incident File Interface, Installation and Go-Live Preparation, and Post-Implementation Support. This section also describes optional services such as existing permit and alarm data conversion that can be included in the Project if required by Williamson County.

5.1 Project Planning and Software Configuration

Deliverable: Final Project Plan and Schedule
Target Schedule: 2 – 3 Weeks

The objective of Project Planning and Software Configuration is to define initial operating requirements and set realistic goals; communicate effectively; anticipate and respond to changes quickly so that the project is completed on time, on budget and according to specifications.

Project planning and management of the plan will be an integral part of the project. Planning began during the proposal phase and continues throughout implementation of the system.

At the beginning of the project, PSC will review with Williamson County alarm staff the County alarm ordinance provisions, operating requirements and other alarm enforcement rules. PSC will also review County desired correspondence content and formats in order to work with alarm staff in configuring the CryWolf alarm system setup options to County specifications.

5.2 CAD Alarm Incident File Interface

Deliverable: CAD File Interface, accepted by Williamson County
Target Schedule: 2 – 3 weeks

The objective of the CAD Interface configuration phase is to enable the daily import of alarm incident data from the Williamson County SunGard CAD system to CryWolf®.

This phase consists of one (1) main task:

- **CryWolf® Data Import** - Configure the CryWolf® -SunGard alarm data import interface for daily false alarm data files extracted from Williamson County's SunGard CAD System. This interface will consist of PSC's proprietary data transfer routine and SunGard's CryWolf System

interface. The extraction routine will transfer daily alarm incident data, at a set time each day as specified by Williamson County. The extracted data will be in the form of a comma separated, ASCII text file transferred to a Month/Year-designated Folder. This Folder will be at a specific network directory location that is accessible by both CAD and CryWolf®. This file will include the date in its name, so that it can be easily selected by a Williamson County CryWolf® System operator for import and processing by CryWolf®. The data fields in the CAD-extracted file will at a minimum include a unique incident number, incident date, street address, suite or apartment if possible, false alarm clearance code and officer comments. The maximum fields will be limited by the data CryWolf® currently maintains.

PSC tailoring of the data import routine as required, and testing of the alarm file import interface will be performed mainly at PSC offices, except for final complete onsite testing during the completion of CryWolf software installation and training.

5.3 Installation and Go-Live Preparation

Deliverable: Operational System, accepted by Williamson County
Schedule: 3 – 4 weeks

The objective of the Installation and Go-Live Preparation phase is to complete software installation, initial data capture and training to ensure that Williamson County is ready to use the system for generating alarm correspondence and supporting (and/or generating) invoices. Live operation of the system, as evidenced by the CryWolf® -based mailing of correspondence and invoices to alarm users/owners and successful operation will demonstrate final Williamson County system acceptance.

This phase consists of four (4) major activities:

- Install and test CryWolf® software. Two (2) Full licenses (copies) of CryWolf® on Williamson County PC workstations and two (2) Read-Only, Inquiry licenses (copies) will be installed on four administrative workstations. PSC will conduct a final detailed review of the CryWolf® software configuration options, and tailor the Software as necessary to meet Williamson County alarm ordinance and operational specifications;
- Provide operational training – PSC staff will train Williamson County false alarm system administrators and operators in substantially all areas of system configuration (and changes), and system operation. PSC will also train selected Williamson County staff to use other Optional CryWolf® modules such as online functions, as required. The proposed Services include one (1) Administrator Training Session, one (1) End User/Operator Training Session, and one (1) View-Only Inquiry training as described in Attachment B – Standard Training Sessions.
- Monitor system operation – PSC staff will monitor Williamson County staff as they prepare for go-live operation. This will include processing several days of actual alarms, and preparing related correspondence, invoices and reports.
- Cross-over to live production.

5.4 Post-Implementation Support

Deliverable: CryWolf® Software Updates, as available, and Help-desk Telephone and webcast Support of trained Williamson County Operators, as needed
Schedule: Ongoing, in accordance with annual CryWolf® license and maintenance agreement

The objective of Post-Implementation Support is to help ensure the system continues to meet Williamson County False Alarm processing objectives.

Support for one (1) year from the date of live operation (Williamson County false alarm system acceptance) is included in the initial software license. After one year, support is included as part of the annual license and maintenance Agreement. Telephone support is provided M-F, 9am – 5pm, CST, excluding holidays, by help desk personnel who may be reached via a toll-free support number.

5.5 Optional Services

In addition to the core implementation services and timeline described above, PSC is available to provide the following services if required by Williamson County. An estimate of the effort required to accomplish these optional services will be determined after further data specification by Williamson County and SunGard Project management.

- Convert current electronically stored Williamson County non-financial, alarm site and false alarm activation information from an existing (MS Access, MS Excel, ASCII, comma- or fixed-length delimited format) database to the CryWolf Registration/Permit database. The conversion would include only fields maintained by the CryWolf® software. Although PSC will use best efforts to import the existing data, Williamson County is ultimately responsible for validating that the data is complete and accurate after PSC import / conversion to the CryWolf® system.

- Provide CryWolf® Online (modifiable web ASP pages) functionality to allow Alarm Premise (Registration/Permit) data to be entered, updated and renewed securely by alarm users and alarm companies via the internet. Alarm Ordinance and other tailorable information may also be linked to the pages and accessed. An online alarm school is also offered and online payment processing is available.

- Tailor the CryWolf® payment import function to accept payment file(s) from external payment sources such as a Williamson County Finance system, Bank Lockbox, Cashiering system, existing Williamson County Online payment function, etc.

- Tailor the CryWolf® data export function to allow General Ledger summary data to be exported electronically for further processing by the Williamson County General Ledger system.

6 SECURITY

The CryWolf® software includes several features to reduce the likelihood and/or the effectiveness of a system security breach. Access to the software is password protected, and the degree of access (access rights) may be uniquely defined for each user. These access restrictions are in addition to any network, operating system or database security measures established by Williamson County.

7 WILLIAMSON COUNTY RESPONSIBILITIES AND RESOURCES

This section will define Williamson County staff responsibilities in their role as members of the project team. The section also outlines the resources that Williamson County will provide to the project.

7.1 Williamson County Responsibilities

Williamson County responsibilities comprise three main areas:

- Acquisition, installation, configuration, technical support and maintenance of all necessary computer hardware, operating system software, database software and network components required by the alarm management system;

- Initiation, coordination, monitoring and facilitation of all technical relationships and activities with departments and organizations external to the false alarm unit. At a minimum, this will include the Williamson County Finance Department and Williamson County 911 Communications Services; and,

- Technical support and maintenance of all computer equipment, operating system software, and network components, including at least the backup, disaster recovery and reinstallation, if necessary, of the CryWolf® program, database software, alarm data, and any interfaces with systems external to the CryWolf® Alarm Tracking and Billing System.

7.2 Williamson County Staff Resources

Williamson County shall provide the human resources necessary to assist PSC with the tasks outlined in the Deliverables section above, for the success of the project. These resources are identified by role. The roles may be filled my more than one person and one person may fill multiple roles. The following types of human resources are required:

- Project Manager
- IT Staff (Hardware, Operating System, Network, Installation)
- Database Administrator
- Williamson County Alarm Administrator
- Williamson County Alarm Processor

7.3 Williamson County SYSTEM RESOURCES

Williamson County will provide the physical resources necessary to perform the tasks outlined in the Deliverables section above, for the success of the project. The following types of physical resources are required:

- Computer Server and workstation equipment (for training and operations)
- Network Equipment
- Network, Database and Operating System Software
- ESRI-Standard GIS Map data (if used)

8 PROPOSAL ASSUMPTIONS

8.1 Assumptions

Assumptions are factors that for the False Alarm Tracking and Billing System Implementation project shall be considered to be true, real or certain. The following is a summary of the assumptions that PSC and Williamson County have made about the project.

- The CryWolf® software meets substantially all requirements of Williamson County as outlined in the Williamson County False Alarm Ordinance. This may mean that certain operational activities

of Williamson County Alarm staff may change to accommodate new ways of doing business, in accordance with the CryWolf® software.

- PSC assumes that Williamson County will choose to use MS SQL Server database software. Williamson County will provide the required database licenses, and will install SQL Server on the computer server and workstations designated for CryWolf® false alarm system functions.

Attachment A – Recommended Minimum Hardware Specifications

Server

RAM Memory: 2.0GB

Speed: 2.0GHz

Hard Drive: 80GB (20 GB Free)

CD/DVD

Local Area Network connection to designated workstations

Win2000 / Win2003 Operating System

SQL Server 7, 2000 or 2005 Database Software

Workstations

RAM Memory: 2.0GB

Speed 2.0GHz

Hard Drive: 20GB (500MB Free)

CD/DVD

15" Monitor (1024 x 768 resolution)

Windows 2000, XP and Vista Operating System

At least one workstation should have access to Microsoft Word software to facilitate letter preparation and software support.

ATTACHMENT B – STANDARD TRAINING SESSIONS

Administrator Training Session

This training can take place in a classroom setting or in an office area that would be comfortable for 3 - 4 persons. The Administrator(s) is in charge of setting all of the defaults in the program, providing access rights for users of CryWolf®, making sure that the information set up in maintenance interprets the jurisdictions ordinance, allows for the creation of unlimited letters to be used within the program and other program maintenance functions. The Administrator(s) of the program should also plan on attending the Operator Training so that all aspects will become familiar. This would also allow an Administrator to train additional trainers, if needed (Train the Trainer). Administrator Training takes one to two days, depending on complications with the ordinance and/or conversion of data.

User/Operator (Alarm Management System Operators) Training

The User/Operator Training can take place in a classroom setting or at the actual workstations of the users. Six (6) to seven (7) users and/or administrators is a comfortable number for this training. All aspects of the program are covered, such as entering registrations for alarm companies and registrants with alarm systems, processing alarms, using the payment module, learning about adjudications and appeals, the creation of many built-in reports, methods of making corrections, mapping of alarms and/or registrations, and other operating functions.

View-Only, Inquiry (Train-the-Trainer) Training

The View-Only software Training will focus on preparing selected Williamson County trainers to train call takers and dispatch operators. This training can take place in a classroom setting or at the actual workstations of the trainers. Four (4) to five (5) trainers is an expected attendance for this training. Because of the limited functionality of the view-only software, only inquiry, lookup and reporting aspects of the program need to be covered. Software installation will also be reviewed. Topics will include inquiring on the status of specific user accounts, reviewing false alarm histories, displaying permit information and reporting historical incident data.

ATTACHMENT C – FALSE ALARM BILLING MANAGEMENT REQUIREMENTS

Williamson County Texas

Alarm Database / False Alarm Billing Management (RFP Requirement 9.63)
The LERMS shall include an alarm database and a false alarm billing module, and shall provide access to an alarm database so that all that would be necessary for CAD is to enter the address or alarm number to obtain relevant information about the alarm location. Whether this subsystem is provided as a component within LERMS or CAD, updates to the alarm database shall be reflected within CAD system. The database will also track historical alarm incidents by location, merchant / business name, activation type (e.g., burglary, hold up) and alarm number for false alarm billing and for trend analysis. The Alarm Database shall be able to generate renewal letters and forms (batch or on demand), with the current permit number, to all registered permit holders. Further, the Alarm Database shall be configured to support the business processes of the Sheriff Office. Finally, the alarm database shall contain the following minimum data fields:

a) Permit number
b) Expiration Date (MM/YYYY)
c) Structure (Business or Residence)
d) Street address
e) City, State and Zip Code
f) Permit holder / Passcode
g) Street address
h) City, State and Zip Code
i) Email address
j) Premise phone numbers
k) After hours contact information
l) Order of contact (e.g., first, second, third)
m) Alarm company and phone number / contact information
n) Previous alarm information (minimum two years of alarm activity on line)

RESPONSE:

The Alarm Database / False Alarm Billing Management Requirement is fully **Met by Existing Software Capabilities.** The proposed CryWolf False Alarm Tracking and Billing system at a minimum:

1. Provides access to an alarm database that shows relevant information about an alarm location by entering an alarm address or alarm number;
2. Reflects alarm database updates within CAD;
3. Tracks historical alarm incidents by location, merchant / business name, activation type (e.g., burglary, hold up) and alarm number for false alarm billing and for trend analysis;
4. Generates renewal letters and forms (batch or on demand), with the current permit number, to all registered permit holders;
5. Will be configured to support the business processes of the Sheriff Office; and,
6. Provides a database that contains the following minimum data fields:

a) Permit number
b) Expiration Date (MM/YYYY)
c) Structure (Business or Residence)
d) Street address
e) City, State and Zip Code
f) Permit holder / Passcode
g) Street address
h) City, State and Zip Code
i) Email address
j) Premise phone numbers
k) After hours contact information
l) Order of contact (e.g., first, second, third)
m) Alarm company and phone number / contact information
n) Previous alarm information (minimum two years of alarm activity on line).

Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Toll Free: 1-877-SAY-WOLF
www.crywolf.us

ANNUAL END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement between **Public Safety Corporation** (**PSC**), located at 103 Paul Mellon Court, Waldorf, Maryland 20602; and, **Williamson County, Texas, a political subdivision of the State of Texas** (**End User**), with its principal place of business at 301 SE Inner Loop, Suite # 105, Georgetown, Texas, 78626.

.

WHEREAS, PSC has created and markets a patented (U.S. Patent No. 6,856,246), software proprietary product called CryWolf®, (also referred to as the "Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms; and,

WHEREAS, PSC is the owner of the Software and has authority to license the Software to End User; and,

WHEREAS, the Software has been developed at PSC's private expense for the commercial marketplace and is not in the public domain; and,

WHEREAS, the End User desires to obtain a non-transferable, non-exclusive license to use CryWolf®.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of License**. The End User is hereby licensed annually, for so long as the End User continues this Annual End User Software License and Maintenance Agreement (Agreement), to use the Software on the End User's single system, network, or multiple independent systems, as stated in **Schedule A – Provided Software Licenses.**

2. **Implementation Services to End User**. Training, installation and other support services are to be provided, as stated in **Schedule B –Software and Services Description.**

3. **Payment**. The End User shall purchase the software license(s) and implementation services described herein. The payment(s) for this purchase are due according to the payment terms in the End User's Software License and Services Agreement with SunGard Public Sector Inc.

4. **Technical Support**. PSC shall provide End User with technical support by telephone, electronically, and by publication for no additional fee as part of this Agreement. PSC maintains a website to facilitate its technical support.

5. **Upgrades and Additional Services**. The End User and PSC may upgrade, add to or modify Software or related support services in conjunction with this Agreement or at a later time by executing a mutually agreed contract supplement. The license for the use of any upgrades to the Software or its documentation supplied through such agreements shall be covered by the terms of this Agreement.

6. **Changes.** The End User may request, by written notice to PSC, an alteration in the scope or duration of the training, installation and/or support services. All changes shall be incorporated into this Agreement by the parties' execution of a mutually agreed contract supplement. No change directive shall vary or otherwise affect the terms, conditions and provisions of this Agreement except as specifically set forth in the mutually agreed contract supplement.

7. **Annual Software License and Maintenance Renewal**. One year after live software operation, the End User shall have the option to continue the Agreement on an annual basis with PSC exclusively. Live software operation shall occur at the date on which the software is first used by the End User to generate false alarm notices and or invoices for mailing to alarm users.

   The annual fee for continuing this software license and maintenance shall be $6,275.00 for the first annual period based on the provided Cry Wolf® Software licenses described in **Schedule A**, and shall be paid directly to PSC. After the first annual period, the fee may be increased by 3% annually in years 2 and 3, and by no more than 6% annually thereafter, unless custom software modifications are made at the End User's request, or additional software licenses are added by executing a mutually agreed contract supplement.

8. **Not for Commercial Use or Resale.** Use of the Software is limited to use by the End User. The End User may not use this Software for commercial purposes. The End User may not resell, or otherwise transfer for value, the Software.

9. **Removal, Transfer, or Modification of Software**. The End User shall keep all copies of the Software at the actual site(s) of installation and in no other place (except that one back-up copy may be kept at the End User's usual location for keeping computer data back-ups). The End User shall not remove the Software outside the United States. The End User shall not modify nor authorize modification of the Software in any manner without express written permission of PSC.

10. **Reproduction and Copyright**. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, Canada. The End User may not copy, or allow anyone else to copy or otherwise reproduce, any part

of the Software without prior written consent of PSC, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network. The Software must be copied as a whole and each copy must include this Agreement. All other copying is prohibited.

11. **Limitations on Reverse Engineering, Decompilation and Disassembly.** The End User may not reverse engineer, decompile, or disassemble the Software.

12. **Separation of Components.** The Software is licensed as a single product. Its component parts may not be separated.

13. **Notices of Intellectual Property Rights**. The End User shall assure that PSC's notices of intellectual property (e.g., patent, trademark, and copyright notices), if any, shall remain visible on the Software when displayed electronically or when output created by it is printed out.

14. **Warranty and Disclaimer.** The Software will perform substantially in accordance with its accompanying documentation, and the functional description of features in PSC's marketing literature. PSC agrees to correct or replace, at its own expense, any software that does not conform to this documentation or description of features. As to the Software and its documentation, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, EXCEPT FOR THOSE CONTAINED IN THIS AGREEMENT, ARE DISCLAIMED AND WAIVED BY PSC.

    The Software is licensed "as is" and PSC does not guarantee that the Software will meet "all requirements" of the End User's business or all requirements of the Software with which it interacts. PSC shall not be responsible for any special, incidental, or consequential damages that the End User or its employees or agents in the use of the Software may suffer (Such damages shall include but not be limited to special, incidental or consequential damages such as lost profits, lost sales, all actions lying in tort, prima facie tort, or any other cause of action claiming such damages and arising out of the use or performance of the Software.)

15. **Termination.** The software license shall terminate immediately if the End User does not comply with any term of this Agreement, including but not limited to, nonpayment of license and maintenance fees, nonpayment of other contracted for services, removal of the Software to an unauthorized location, unauthorized copying of the Software, or modifying the Software in any manner. The End User may terminate this license at any time by so indicating in writing to PSC.

16. **Return/Destruction of Software**. Upon termination, this license shall cease; all copies of the Software and documentation shall be returned to PSC or destroyed, at PSC's option. Any use of the Software after termination is not authorized by PSC and shall be considered by PSC to be infringement of its intellectual property rights.

17. **Protection of PSC Trade Secrets and Intellectual Property**. Except as directed by PSC and permitted under this Agreement, the End User shall not at any time during or after the term of this Agreement allow the copying of the Software or its documentation by any person, or permit any other person to authorize copying or make copies of the Software, its documentation, or any part of it. The End User shall not decompile, reverse engineer, or disassemble the Software. Only the End User's employees or agents understanding the basic terms of this license and who are aware of PSC's ownership of the Software shall have access to any facility for copying the Software or decompiling, disassembling, or modifying it. PSC hereby grants the right to the End User to copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the End User's single-user system, multiple-user system, or network, as authorized by this Agreement.

18. **Audits by PSC**. PSC may make reasonable examinations of the End User's computer installations to ascertain that the End User is complying with the limitations upon copying stated in this Agreement. If such an examination shows any non-compliance, PSC may terminate this Agreement, and the End User shall pay all expenses of such examination.

19. **Injunctive Relief**. The misuse, copying, or disclosure of the Software will give rise to irreparable injury to PSC, and leave PSC inadequately compensated in damages. Accordingly, PSC may seek and obtain injunctive relief against the End User's breach or threatened breach, in addition to any other legal remedies, such as suit for copyright infringement, which may be available. The End User further acknowledges and agrees that these covenants are necessary for the protection of PSC's legitimate business interests and are reasonable in scope and content.

20. **Related Software**. This Agreement may be executed concurrently along with an agreement with other software companies that cover certain application software that works with the Software. The End User acknowledges that the other software companies and PSC are each responsible for different functions and that there are no representations or agreements regarding the Software other than those contained in this Agreement.

21. **Choice of Law and Venue; Severability.** 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.

22. **Remedies.** Notwithstanding any provision herein to the contrary, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

23. **Assignments, Transfers**. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of End User, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: PSC' assignment of this Agreement or of any PSC rights under this Agreement to PSC' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and PSC' assignment of this Agreement to any person or entity to which PSC transfers any of its rights in the Software.

24. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address stated herein above, or to such other place as the party may subsequently designate for its receipt of notices.

25. **Indemnity by PSC.** PSC WILL DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ANY LOSS, COST AND EXPENSE THAT CUSTOMER INCURS BECAUSE OF A CLAIM THAT USE OF THE SOFTWARE INFRINGES ANY UNITED STATES COPYRIGHT OF OTHERS. PSC'S OBLIGATIONS UNDER THIS INDEMNIFICATION ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) CUSTOMER MUST PROMPTLY NOTIFY PSC OF ANY SUCH CLAIM; (II) CUSTOMER MUST IN WRITING GRANT PSC SOLE CONTROL OF THE DEFENSE OF ANY SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE (IF CUSTOMER CHOOSES TO REPRESENT ITS OWN INTERESTS IN ANY SUCH ACTION, CUSTOMER MAY DO SO AT ITS OWN EXPENSE, BUT SUCH REPRESENTATION MUST NOT PREJUDICE PSC'S RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE); (III) CUSTOMER MUST COOPERATE WITH PSC TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM; (IV) THE CLAIM MUST NOT ARISE FROM MODIFICATIONS OR (WITH THE EXPRESS

EXCEPTION OF THE OTHER SOFTWARE AND THIRD PARTY HARDWARE AND SOFTWARE SPECIFIED BY PSC IN WRITING AS NECESSARY FOR USE WITH THE SOFTWARE) FROM THE USE OR COMBINATION OF PRODUCTS PROVIDED BY PSC WITH ITEMS PROVIDED BY CUSTOMER OR OTHERS. IF ANY SOFTWARE IS, OR IN PSC'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF A UNITED STATES COPYRIGHT INFRINGEMENT CLAIM, THEN PSC, AT ITS SOLE OPTION AND EXPENSE, WILL EITHER: (A) OBTAIN FOR CUSTOMER THE RIGHT TO CONTINUE USING THE SOFTWARE UNDER THE TERMS OF THIS AGREEMENT; (B) REPLACE THE SOFTWARE WITH PRODUCTS THAT ARE SUBSTANTIALLY EQUIVALENT IN FUNCTION, OR MODIFY THE SOFTWARE SO THAT IT BECOMES NON-INFRINGING AND SUBSTANTIALLY EQUIVALENT IN FUNCTION; OR (C) REFUND TO CUSTOMER THE PORTION OF THE LICENSE FEE PAID TO PSC FOR THE SOFTWARE(S) GIVING RISE TO THE INFRINGEMENT CLAIM, LESS A CHARGE FOR USE BY CUSTOMER BASED ON STRAIGHT LINE DEPRECIATION ASSUMING A USEFUL LIFE OF FIVE (5) YEARS. THE FOREGOING IS PSC'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

FURTHERMORE, PSC SHALL ALSO INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS END USER, 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 PSC OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

26. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired

27. **No Waiver.** The failure by any party to exercise any right stated in this Agreement shall not be deemed a waiver of the right.

28. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

29. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

30. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular

number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

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

32. Entity Status. By signature below, PSC certifies that PSC is duly authorized to transact and do business in the State of Texas.

33. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

34. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to End User, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. End User 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.

35. End User's Right to Audit. PSC agrees that End User 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 PSC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PSC agrees that End User shall have access during normal working hours to all necessary PSC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. End User shall give PSC reasonable advance notice of intended audits.

36. Appropriation of Funds by End User. End User believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PSC understands and agrees that the End User's payment of amounts under this Agreement is contingent on the End User receiving appropriations or other expenditure authority sufficient to allow the End User, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

37. Successors and Assigns. This Agreement shall be binding upon and inure to the

benefit of parties hereto and their respective successors and assigns.

38. Expenses. End User will reimburse PSC for actual travel and living expenses that PSC incurs in providing End User with services under this Agreement. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the Williamson County Budget Order, as amended and in effect at the time expenses are incurred. PSC's travel and expense will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses in connection with this Agreement shall be identified separately and described in each Invoice for Payment. All expenses must be approved in writing and in advance by End User to be eligible for payment.

39. Payment and Late Charge. End User's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by End User 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 End User 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 End User'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, End User shall notify PSC of such discrepancy. Following End User's notification of any discrepancy as to an invoice, PSC must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. End User shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. End User'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.

40. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by End User in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

WHEREAS, the parties have executed this Agreement on the dates indicated below.

Public Safety Corporation

By: Les Greenberg
[Authorized Signing Officer]

LES GREENBERG, CHIEF EXECUTIVE OFFICER
[Name and Title – please print]

Date: 3/22/10

Williamson County, Texas

By: _____
[Authorized Signing Officer]

_____
[Name and Title – please print]

Date: _____

SCHEDULE A – PROVIDED SOFTWARE LICENSES

Two (2) Full CryWolf® Software Licenses, two (2) View-Only, Inquiry licenses and CryWolf® Web ASP Pages (Online Registration and Citizen Account Access Pages, connected to the database) – For installation on Web Server and use on four (4) workstations. These licenses provide full time use on Personal Computer Workstations, telephone support (M-F, 9am – 5pm, CST, excluding holidays) and standard software updates.

SCHEDULE B – SOFTWARE AND SERVICES DESCRIPTION

IRE220735

Stratus Technologies

Master Services Agreement (General Terms and Conditions)

This Master Services Agreement (the "Agreement") is made between Stratus Technologies Ireland Limited, with offices at Blanchardstown Unit 275, Block F, Blanchardstown Corporate Park 2, Ballycoolin, Dublin 15, Ireland ("Stratus") and Williamson County, Texas, a political subdivision of the State of Texas ("Customer" or "you"). Stratus agrees to provide the services, as defined in the applicable Service Addenda (the "Services"), subject to the terms and conditions contained in this Agreement, for the supported hardware ("Supported Hardware" or "Hardware") and supported software products ("Supported Software" or "Software") comprising the system(s) listed in your Service Schedule(s) (each a "System" or "Covered System"). Stratus' obligations to provide Services are subject to your compliance with all of your obligations under this Agreement.

Eligibility: Systems first placed under Service within ninety (90) days from the System shipment date are automatically deemed Service Ready and eligible for coverage under this Agreement. Systems first placed under Service more than ninety (90) days from the System shipment date must first be inspected and certified by Stratus or its authorized service representative as Service Ready. Additionally, Systems, Service coverage for which has lapsed for a period of ninety (90) days or more, will be subject to inspection and certification, at your expense, before Service coverage will be reinstated. Such inspection and certification will be at Customer's expense based on Stratus' then prevailing rates. Any work required to bring the System up to a Service Ready condition will also be at Customer's expense.

Stratus Affiliates: The Services shall be provided by Stratus or its affiliates. As used herein affiliates means, legal entities that are owned by Stratus or which are under common ownership with Stratus. In providing such Services Stratus and its affiliates may engage the services of sub-contractors. The foregoing however shall not relieve Stratus of its primary obligations under this Agreement.

Service Hours: Except as otherwise specified in this Agreement, a Service Schedule, Service Level Addendum, or an Optional Service Addendum, all Services required of Stratus under this Agreement shall be provided only during the hours of 9:00 A.M. to 5: 00 P.M, Monday through Friday, excluding locally observed holidays.

1. TERM AND TERMINATION

1.1. Term. Unless otherwise agreed, the initial term for Services shall commence on the Delivery Date of Hardware and shall continue for a period of one (1) year. Thereafter, the term for Services shall automatically renew for successive terms of one (1) year each unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term; provided, however, Customer may terminate this Agreement at any time after the first year by giving sixty (60) days prior written notice of termination to Stratus.

1.2. Termination for Breach. Either party (the "Non-breaching Party") may terminate this Agreement in the event the other party (the "Breaching Party") breaches any of its material obligations (each a "Material Breach") under this Agreement and fails to cure said Material Breach within thirty (30) days of Breaching Party's receipt of written notice of the Material Breach from the Non-breaching Party. Material Breach" shall also be deemed to include any instance in which the Breaching Party files a voluntary petition in bankruptcy or under any similar insolvency law, makes an assignment for the benefit of its creditors, has filed against it any involuntary petition in bankruptcy or under any similar insolvency law, or a receiver is appointed for, or a levy or attachment is made against, substantially all of its assets, if any such petition is not dismissed or such receiver or levy or attachment is not discharged within sixty (60) days after the filing or appointment.

2. PRICING, INVOICING AND TAXES

2.1. Service Charges: The service charges that will apply to the Products supported under this Agreement are as set forth in the applicable Service Schedule. Updates to the Service Schedule may be provided by contacting your local service representative. Unless otherwise specified in a particular Service Schedule, your service charges will be billed semi-annually, with the first payment being due within on the Delivery Date of Hardware and the second payment being due on the one hundred eightieth (180^{th}) day thereafter. Such semi-annual payments are payable as set forth in Section 3 below. In the event this Agreement is renewed following the first term, the first semi-annual payment shall be due on the first day of each successive term and the second semi-annual payment shall be due on the one hundred eightieth (180^{th}) day thereafter. Any prepaid service charges shall be non-refundable upon termination of the Agreement, unless termination is due to Stratus' breach. Stratus' obligation to provide these services is contingent upon your prompt payment of the invoice and any other applicable charges. Payment of any amount invoiced under this Agreement constitutes your agreement to all of the terms and conditions contained herein, to the exclusion of all others.

2.2. Price Changes: At any time, and from time to time after expiration of a Service Schedule, Stratus may increase the service charges not to exceed 3% annually by giving you ninety (90) days advance written notice. The price change will apply on the first day of the applicable invoice period on or after the effective date specified in the Stratus price change notice. Hourly rates, travel charges and one-time charges are subject to change with prior written notice.

2.3. Additional Charges: You may incur additional charges for any Services provided by Stratus for the following reasons: (i) because of fire, natural disaster, neglect, misuse, abuse and war or other events or causes of force majeure; and (ii) unauthorized modifications; use of non-Stratus supplied equipment or software; damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications; or operating the System in other than the fully redundant mode of operation; and (iii) if we are required to travel beyond fifty (50) miles or eighty (80) kilometers of the nearest Stratus service location or use other than private automobile or scheduled local public transportation to provide Services to you.

3. PAYMENT

Customer shall pay all amounts in accordance with Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer 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 Customer 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 Customer'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, Customer shall notify Stratus of such discrepancy. Following Customer's notification of any discrepancy as to an invoice, Stratus must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer'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. Except in the case of termination for Stratus' material breach, any and all payments of amounts due under this Agreement are non-refundable. Customer also agrees to pay amounts equal to any applicable taxes resulting from any transaction under this Agreement that Stratus is obligated to pay upon Customer's behalf, except that Customer shall not be liable for taxes based on Stratus' net income or taxes to which Customer is exempt.

3.1. Suspension of Service If Customer's account is ten (10) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Stratus reserves the right to suspend Services until such amounts are paid in full; provided however that no suspension shall take effect until and unless Stratus has provided Customer at least five (5) business days prior written notice that Customer's account is overdue.

3.2. Customer agrees to pay Stratus, on demand, interest at the rate specified above, with any collection and attorney's fees and expenses Stratus incurs in the collection of such overdue amounts.

4. CUSTOMER'S OBLIGATIONS Customer agrees to ensure that, at all times during the term of this Agreement Customer shall:

- For each installation site or System, assign and maintain, a technically skilled employee or agent who will serve as your primary contact with Stratus for each Covered System; and
- Provide the names and phones numbers of up to four (4) individuals who are authorized to submit calls under this Agreement; and
- Maintain the Covered System(s) in a manner consistent with all applicable product specifications provided by Stratus or the manufacturer; and
- Provide at no charge to Stratus access to and use of suitable telecommunications equipment needed to establish data communication over the Stratus Service Network; and
- Execute diagnostic routines and provide the results to Stratus; and
- Access and make appropriate use of Stratus' Internet home page for technical support information; and
- Notify Stratus of any configuration changes to the original Covered System configuration; and
- Where appropriate, use the provided Stratus hardened drivers; and
- Replace customer replaceable units under the remote direction of the Stratus CAC, Customer Engineer or Stratus Authorized Service Representative; and
- Perform housekeeping services, such as, cleaning, replacing expendable parts (e.g.: batteries, printer ribbons), performing regular operating checks and providing necessary supplies pertaining to these services; and
- Ensure that all of the data stored on the Covered System(s) is adequately duplicated, documented and protected. Stratus is not responsible for failure to do so, or for the cost of reconstructing data stored on disks, tapes, or other media that are lost or damaged during the performance of Services; and
- Ensure that (1) all software installed on the Covered System(s) is properly licensed for use; (2) all non-supported hardware and software products are fully-compatible with the Stratus-supported hardware and software installed on each Covered System and are fully year-2000 compliant; (3) all Covered System(s) are adequately protected against computer viruses; and
- Install Software product updates and upgrades as made available; and
- Maintain and operate at all times all Covered Systems in a fully redundant mode of operation.

5. WARRANTIES

5.1. WE WARRANT THAT WE WILL PROVIDE, IN A GOOD AND WORKMAN LIKE MANNER, THE SERVICES DESCRIBED IN THIS AGREEMENT AND IN EACH SERVICE SCHEDULE AND ANY ADDENDA ATTACHED THERETO.

5.2. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF A SYSTEM OR THAT ALL PRODUCT ERRORS OR DEFECTS WILL BE CORRECTED.

6. LIMITATION OF LIABILITY IN NO EVENT SHALL STRATUS, ITS AFFILIATES OR THEIR RESPECTIVE SUB-CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY. EXCEPT WITH RESPECT TO LOSSES OR DAMAGES ARISING FROM BODILY INJURY (UP TO AND INCLUDING DEATH), BREACH OF CONFIDENTIALITY OBLIGATIONS, GROSS NEGLIGENCE AND WILFULL MISCONDUCT, THE LIABILITY OF STRATUS', ITS AFFILIATES, AND THEIR RESPECTIVE SUB-CONTRACTORS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), SHALL BE LIMITED TO THE AMOUNT THAT CUSTOMER WOULD HAVE PAID TO STRATUS FOR THE PREVIOUS TWELVE (12) MONTHS OF SERVICE FOR THE PRODUCT (S) THAT IS THE SUBJECT OF THE CLAIM.

7. STRATUS PROPERTY Support software, including diagnostic routines, Active Service Network or Remote Service Network Agents and SNMP Agents, as well as support tools, and documentation ("Property"), which we supply under this Agreement, are and shall at all times remain Stratus' exclusive property. Except where required by law, you agree not to make such Property available or disclose the contents thereof to any third parties other than your employees and contractors who are performing services for you and have a need to access such Property in relation to the Systems covered under this Agreement. You agree to take appropriate action, by instruction or agreement with your employees

and contractors who are permitted access, to satisfy your obligations under this Agreement. Further, you agree to immediately return all such Property to us upon the expiration or termination of this Agreement and or applicable Service Schedule.

8. CHANGES TO THE AGREEMENT TERMS In order to maintain flexibility in the manner, in which we provide service, we may, after the initial term of a Service Schedule, change the terms and conditions under which the Products listed on that Service Schedule are serviced under this Agreement, including any Addenda, by giving you not less than ninety (90) days prior written notice. These will only apply as of the effective date we specify in the notice. You have thirty (30) days from receipt of a change notice in which to reject, in writing the change, and thereby terminate this Agreement and all affected Service Schedules. Except as stated above, for a change to be valid it must be in writing and signed by both of us. Additional or different terms in any order or written communication from you are void.

9. CONFIDENTIALITY

9.1. "Confidential Information" shall mean any information held disclosed in confidence by one party (the "Discloser") to the other party ("Recipient") in connection with this Agreement. Confidential Information shall be so designated by Discloser in writing at the time of disclosure and if disclosed orally or in any form other than documentation marked with a legend designating it as such, shall be identified by Discloser as confidential or proprietary and reduced to writing and provided to the Recipient within fifteen (15) days of the date of the oral disclosure.

9.2. Recipient shall not disclose to any third party the other party's Confidential Information and shall limit access and use to those of its employees and agents who require such access and use in connection with its rights and obligations under this Agreement. Recipient shall take appropriate action with its employees and agents to satisfy its obligations hereunder and shall protect Discloser's Confidential Information as it protects its own Confidential Information of like significance, but in any event with not less than a reasonable degree of care.

9.3. Exceptions. The obligations set forth in this Section shall not apply to information (a) known to Recipient prior to disclosure; or (b) which is or becomes publicly known through no wrongful act of Recipient; or (c) received from a third party under no confidentiality obligation with respect to the Confidential Information; or (d) required to be disclosed under the Texas Public Information Act, other administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If Recipient is legally required to disclose any Confidential Information, it shall, to the extent allowed and practicable, provide Discloser prompt notice of such requirement so that Discloser may seek a protective order or other appropriate remedy or waive compliance with respect to that disclosure.

9.4. Remedies. Each party agrees that, in addition to any other remedies available, the other shall be entitled to injunctive relief to enforce the terms of this Section 9.

10. Indemnity. SUBJECT TO SECTION 6, LIMITATION OF LIABILITY, STRATUS SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS CUSTOMER, 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 STRATUS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

11. GENERAL

11.1. We will provide Service only at the location(s) specified in the Service Schedule unless we agree otherwise, in writing.

11.2. Expenses. Customer will reimburse Stratus for actual travel and living expenses that Stratus incurs in providing Customer with services under this Agreement. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the Williamson County Budget Order, as amended and in effect at the time expenses are incurred. Stratus' travel and expense will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses in connection with this Agreement shall be identified separately and described in each Invoice for Payment. All expenses must be approved in writing and in advance by Customer to be eligible for payment.

11.3. Remedies. Notwithstanding any provision herein to the contrary, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

11.4. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement without the other party's express written consent. Any attempt to make any such assignment or transfer without the express written consent of the other party will be deemed void. Notwithstanding the foregoing, either party shall have the right to assign this Agreement to any of its affiliates or in connection with the sale or transfer of all or substantially all of its assets.

11.5. Waiver. The waiver or failure of either Party to exercise in any respects any right provided for herein shall not be deemed a waiver of that or any other right hereunder.

11.6. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown below, or to such other place as the party may subsequently designate for its receipt of notices.

Stratus:

Stratus Technologies, Inc.
111 Powdermill Rd.
Maynard, MA 01754

Customer:

Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

11.7. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

11.8. Choice of Law and Venue; Severability. 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. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

11.9. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

11.12. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.13. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

11.14. Customer's Right to Audit. Stratus agrees that Customer 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 Stratus which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stratus agrees that Customer shall have access during normal working hours to all necessary Stratus facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Stratus reasonable advance notice of intended audits.

11.15. Appropriation of Funds by Customer. Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Stratus understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.17. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11.18. Entire Agreement. This Agreement as supplemented by the specific Service Schedule and any associated Addendum thereto as executed by the Parties, constitutes the entire agreement between the Parties for the subject matter hereof and supersedes all prior and contemporaneous written and oral representations, proposals, negotiations and communications. In the event of any inconsistency or conflict between this Agreement and a Service Schedule, the Service Schedule shall prevail.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as indicated below.

Williamson County, Texas, a political subdivision of the State of Texas Customer		**Stratus Technologies Ireland Limited**	
By:	_____	By:	Bill O'Dwyer
Name:	_____	Name:	Bill O'Dwyer
Title:	_____	Title:	Operations Manager
Date:	_____	Date	23rd March 2010

Stratus Master Services Agreement

SERVICE SCHEDULE

This Service Schedule is subject to and made a part of the Master Services Agreement between Stratus Technologies Ireland Limited and Williamson County, Texas, a political subdivision of the State of Texas. The Effective Date of this Service Schedule shall be the date of initial installation of the following System(s) unless a different Effective Date has been agreed and listed below. **Stratus agrees to provide and you agree to pay for the Services selected and described in the Agreement and any Optional Services selected below for the System (Hardware and Software) listed below.**

1. Effective Date: [Date of installation]

2. Customer Contacts:

Please provide full details for the Primary Contact and up to four Named Contacts. Any subsequent changes to the Named Contacts should be submitted to your local Stratus Representative.

Primary Contact Name: Jay Schade
Address: 301 SE Inner Loop Suite 105 Georgetown, TX 78626
Phone: (512) 943-1556
Email: JJSCHADE@WILCO.ORG
Facsimile: (512) 943-1488

Named Contact Name (1): Jeff Smith	**Named Contact Name (2):** Rory Tierney
Address: 301 SE Inner Loop Suite 105 Georgetown, TX 78626	Address: 301 SE Inner Loop Suite 105 Georgetown, TX 78626
Phone: (512) 943-1556	Phone: (512) 943-1556
Email: JSMITH@WILCO.ORG	Email: RTIERNEY@WILCO.ORG
Facsimile: (512) 943-1488	Facsimile: (512) 943-1488
Named Contact Name (3):	**Named Contact Name (4):**
Address:	Address:
Phone: ( )	Phone: ( )
Email:	Email:
Facsimile: ( )	Facsimile: ( )

Deleted: AA+ Service Agreement (Wilco Atty Redline v2)

3. Selected Service Levels for the Microsoft Windows Operating System

DESCRIPTION OF SERVICES	OPTION SELECTED	SYSTEM(s) Model #	Qty	Site ID	System Location	Service Charges
SERVICE LEVEL:						
Assured Availability Plus	XX					
*Assured Availability Guarantee	XX					
Assured Availability						
*Assured Availability Guarantee						
System Availability						
OPTIONAL SERVICES:						
Extended Business Hours Field Service FRU Replacement (12x5)						
Extended Business Hours Field Service FRU Replacement (24x5)						
Saturday Field Service FRU Replacement (8x6)						
Weekend/Holiday Field Service FRU Replacement (8x7)						
Weekend/Holiday Field Service FRU Replacement (24x7)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (8x5)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x5)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x7)						
Technical Account Management Services (NTAM)						
Expedited Parts Delivery (Same Day)						

*The Assured Availability Program Guarantee (the "Guarantee") is subject to the following additional terms and restrictions: (1) only Systems covered under Assured Availability Plus or Assured Availability Service Level coverage qualify for the Guarantee; and (2) the Guarantee must be selected at time of initial System purchase; and (3) if the qualifying System is covered under the Assured Availability service level, then coverage under the Guarantee is limited to outages caused solely by the Stratus Software, the Stratus Hardware or both; coverage under the Guarantee excludes outages caused in whole or in part by the Microsoft operating system; and (4) the Guarantee is subject to the terms and conditions set forth in the Assured Availability Program Guarantee Addendum.

OPTIONAL SERVICES

Selected Optional Services (if applicable). You may supplement your selected Service Level coverage by purchasing additional on-site and technical support services offered by Stratus as described above. These services are provided as part of a Service Level and may not be purchased on a standalone basis.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Service Schedule as indicated below.

Customer		Stratus Technologies Ireland Limited	
By:	_____	By:	Bill O'Dwyer
Name:	_____	Name:	BILL O DWYER
Title:	_____	Title:	Operations Manager
Date:	_____	Date	23rd March 2010

Deleted: AA+ Service Agreement (Wilco Atty Redline v2)

SERVICE ADDENDUM

Assured Availability Plus Service Level for Stratus Systems Running the Microsoft Windows Operating System

All definitions and terms contained in the Master Service Agreement and the Service Schedule apply to this Addendum. The terms of this Addendum shall control in the event of inconsistencies.

1. Severity Level Definitions

1.1. Critical: A problem that causes your System to become completely unavailable to users.
1.2. Serious: A problem that substantially impairs System operation.
1.3. Moderate: A problem that does not substantially impair System operation.
1.4. Minor: A problem that does not impair the operation of your System. It is non-conforming behavior that can be avoided or ignored.

2. Customer Assistance Centers (CAC) Services: Stratus will use best commercial efforts to provide remote and telephone Hardware and Software support within the times described below, depending on the severity of the problem, for problems reported by you via telephone or e-mail.
2.1. Critical: Stratus will acknowledge receipt of the problem within thirty (30) minutes. Stratus will provide CAC services (i) on a continuous basis until the System is restored to service; and (ii) on a priority basis until a suitable workaround is provided or until all material aspects of the System's functionality are restored.
2.2. Serious: Stratus will acknowledge receipt of the problem within two (2) hours. Stratus will provide CAC services on a priority basis until the System's functionality is restored or a suitable workaround is found.
2.3. Moderate: CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Stratus will use reasonable efforts to resolve the problem or provide a work around within seven (7) calendar days.
2.4. Minor: CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Minor problems will be corrected in a manner and within a time frame as determined by Stratus in its sole discretion.

3. Remote System Support and Monitoring: Stratus will provide 7x24 remote system support and monitoring of Covered Systems through an electronic connection between each such Covered System and the Stratus CAC, using the Active Service Network. Remote System Support, if applicable, may include one or more of the following:
3.1. Hardware problem auto notification. The System will automatically generate a call to Stratus CAC notifying us of a Hardware failure; and
3.2. Automatic parts replacement: Stratus' CAC will disburse a part replacement based on the System's automatically generated calls;
3.3. Access to Software downloads, uploads and on-line diagnostic routines; and
3.4. System report auto notification initiated by and relating to Software installations and system reboots.

4. Telephone Support: Stratus will provide 7 x 24, unlimited, toll free access, to the Stratus CAC for assistance with software problems related to the currently supported version of the Stratus Software, Operating System and supported non-Stratus Software identified in your Service Schedule (individually and/or collectively hereinafter referred to as "Supported Software"). Stratus technical support engineers will provide root cause problem determination and relief, available Software updates and bug fixes as well as information and assistance related to Software features. Telephone Software Support applies to the following:
4.1. Stratus Software: Stratus will maintain Supported Stratus Software such that it will inter operate with the then Stratus-supported release of the Windows operating system.
4.2. Microsoft Windows Support: For Critical and Serious problems related to the Microsoft Windows operating system kernel, Stratus will provide priority access to Windows certified Stratus engineers, who will work collaboratively with Microsoft support personnel to address problems traced to a Microsoft product.

5. Active Service Manager Services: Stratus will provide user-authenticated access to the following Stratus 7x24 electronic support services:
5.1. Service event call logging and monitoring;
5.2. Stratus' technical Knowledgebase;
5.3. Software downloads; and
5.4. Product and service notifications

6. Hardware Remedial Services: Stratus will provide Hardware Remedial Services, which may include one or more of the following:
6.1. Advanced Parts Exchange – Next Business Day: Stratus will use commercially reasonable efforts to ship Hardware replacement parts within the same business day of receiving an automatically-generated call through Remote System Support or by way of a Telephone request that is received prior to 5:00 P.M. local time. Restrictions may apply in certain countries. Stratus will pre-pay the cost of shipping the replacement part to the requested location. A next-business-day delivery carrier chosen by Stratus will make shipments. Each replacement part shipment will also include shipping material and a pre-paid freight bill for return of the defective part. The defective part must be returned to Stratus within fourteen (14) calendar days from the date of reported failure. If you fail to do so, Stratus will bill and you will pay the list price of the replacement part shipped. Stratus assumes all risk of loss or damage to parts that are in transit to and from the location.
6.2. On-Site Hardware Support: If Stratus determines that it is necessary to do so, Stratus will provide on-site Hardware support Services at its cost and expense including labor, parts and material necessary to repair the System, which may include one or more of the following:

(1) **Same Day Emergency On-Site Services:** Stratus will provide same day emergency on-site service if the System experiences a Critical problem and it cannot be recovered through remote support means.
(2) **Next Business Day On-Site Services:** Stratus will provide next business day on-site service if the System experiences a Serious problem and cannot be recovered through remote service means.

6.3. Hardware On-Site Support Services Conditions:

(1) You agree to render all reasonable assistance and to cooperate fully with Stratus' service representative or agent. Additionally, you agree to ensure his/her ability to work without interruption or interference.
(2) Upon arrival at the site, subject to Stratus' reasonable judgment, on-site Services will be provided until the System is operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but will resume when they become available.
(3) Travel expenses incurred in traveling to and from a System site from the nearest Stratus service center will be charged to and will be reimbursed by you in accordance with the terms of the Master Service Agreement.

Deleted: AA+ Service Agreement (Wilco Atty Redline v2)

Stratus Technologies

ASSURED AVAILABILITY PROGRAM GUARANTEE ADDENDUM

All definitions and terms contained in the Master Service Agreement, the Service Schedule and the Assured Availability Plus or Assured Availability Service Addendum apply to this Addendum. In the event of inconsistencies or ambiguities, the following order of precedence shall apply: (a) first, this Assured Availability Program Guarantee Addendum (the "Guarantee") shall govern and control; (b) next the Assured Availability Plus or Assured Availability Service Addendum; (c) the Service Schedule; and (d) the Master Service Agreement.

Eligibility: Coverage under this Guarantee is available only for Systems, for which Service coverage has been purchased under either the Assured Availability Plus or Assured Availability Service Addenda, and only if coverage under this Guarantee was subscribed contemporaneously with and at the time of initial purchase of the Covered System.

1. **Service Charge Credit:** If the System described in the Service Schedule fails as defined below ("System Failure"), Customer will be entitled to a credit against future Service payments in a prorated amount equivalent to one month's Service charge for the System that experienced the System Failure.

2. **General Conditions and Qualification applicable to this Addendum:**
For purposes of this addendum and subject to the following qualifications, a System Failure occurs when a Covered System that was previously functioning properly becomes unavailable, rending Customers users unable to use it, provided that:
   (1) The System Failure must occur during, and as a result of, Customer's use of the Covered Systems exclusively for production purposes as opposed to development purposes.
   (2) Coverage under this addendum for Systems running the Microsoft Windows Server Operating System that are covered under the Assured Availability Plus Service Level applies only to the extent that a System Failure occurs as the result of the Stratus Hardware, the Stratus ftServer System Software, or the Stratus supported version(s) of the Microsoft Windows Server Operating System kernel.
   (3) Coverage under this addendum for Systems running the Microsoft Windows Server Operating System that are covered under the Assured Availability Service Level applies only to the extent that a System Failure occurs as the result of the Stratus Hardware or the Stratus ftServer System Software, but excludes System Failures that result from any other cause, including without limitation the Microsoft Windows Server Operating System kernel or any other Stratus-Supported Software.
   (4) Coverage under this addendum for systems covered under an Assured Availability Service Level for VOS or HP-UX applies only to the extent that a System Failure occurs as the result of Stratus Hardware, Stratus System Software, or the Stratus supported version(s) of the VOS or HP-UX Operating System.
   (5) Coverage under this addendum for systems running the Red Hat Linux Operating System that are covered under an Assured Availability Plus Service Level applies only to the extent that a System Failure occurs as the result of Stratus Hardware, Stratus System Software, and the Stratus supported version(s) and components of the Red Hat Linux Operating System as defined in the Assured Availability Plus Service Level Addendum.
   (6) Coverage under this addendum for systems running the Red Hat Linux Operating System that are covered under an Assured Availability Service Level applies only to the extent that a System Failure occurs as the result of Stratus Hardware, or Stratus System Software, but excludes System Failures that result from any other cause, including without limitation, the Red Hat Linux Operating System or any other Stratus-Supported Software.
   (7) The Covered Systems must have been running in the fully redundant mode of operation immediately prior to System Failure. Any system running a redundant component in simplex mode is ineligible for coverage under this Option, unless and until the component is restored to the fully redundant mode.
   (8) Coverage is limited to the single System, which experienced the System Failure.
   (9) Coverage does not apply to problems that occur on more than one occasion or that affect more than one System.
   (10) Coverage does not apply where a System Failure results in connection with (a) any planned event, whether initiated by either Stratus or you, such as a reboot, FCO installation, a software upgrade, hardware component installation or de-installation, or a firmware or similar system configuration changes; (b) any planned or unplanned event initiated by you outside the scope of your normal operation or use of the Covered System; (c) known defects or bugs: (d) outages due to security or network problems; or (e) the occurrence of one or more of the following: fire, natural disaster, neglect, misuse, abuse and war or other events or causes of force majeure, as well as unauthorized modifications, use of non-Stratus supplied equipment or software and damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications.

3. **Stratus' Responsibilities:**
   (1) Stratus will provide you with notification, in writing or over the Stratus Active Service Network (ASN) or Stratus Remote Service Network (RSN), of any known condition that could cause an availability problem.
   (2) When appropriate, the Stratus Service Manager will schedule a meeting to discuss qualification and eligibility of a service credit.

4. **Customer's Responsibilities:**
   (1) Operate the System in fully redundant mode.
   (2) Determine if there was an availability problem during any calendar month, prior to requesting a service credit.
   (3) Fully implement (within fourteen (14) days of your receipt of written notification from Stratus), any requested procedures (including without limitation, installation of software bug fixes) intended to avoid any known condition that could degrade system availability.
   (4) Notify Stratus in writing, of any request for service credit. You will have waived your right to any credit under this Addendum if you fail to notify Stratus of a System Failure within thirty (30) days of the System Failure.

CUSTOMER NO. _____; CONTRACT NO. 100273

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by March 30, 2010.

Williamson County, TX	**SunGard Public Sector Inc.**
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME AND TITLE: Ronald E. Goodrow Exec.VP, SunGard Public Sector Inc
PRINT TITLE: _____	
DATE SIGNED: _____	DATE SIGNED: 3/23/10

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Access Agreement" means a written agreement between Customer, SunGard Public Sector, and the agencies identified in Exhibit 3 (or as may be subsequently identified and added to Exhibit 3 by mutual written agreement) that allows for the participation and access by such Customer and agencies to the Software. The format and terms and conditions of such agreement are set forth in Exhibit 3, which is attached and incorporated herein.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; and (iiii) information that parties to this Agreement may be compelled to release under the Freedom of Information Act and Texas Public Information Act, provided, however, that Customer shall rely upon any and all applicable trade secret or proprietary information exceptions or exemptions to the public disclosure laws to protect from disclosure, to any person except as expressly authorized hereunder, the Software, commercially sensitive information in this Agreement and the Software Maintenance Agreement, and all other such commercially sensitive information. In the event that Customer is served with a request to disclose any or all of SunGard Public Sector's Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, Customer will promptly notify SunGard Public Sector in order to provide SunGard Public Sector sufficient time to object to such request, and Customer will take reasonable steps to cooperate with and assist SunGard Public Sector in contesting such request, requirement or order or in otherwise protecting SunGard Public Sector's rights prior to disclosure.

"Customization" means any SunGard Public Sector-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other change whatsoever. "Customization" may also be referred to as a "custom modification."

"Customization Delivery Date" means, for each Customization, the date on which SunGard Public Sector ships that Customization to Customer F.O.B. Destination Delivery Address.

"Customization Specification" means that detailed functional and technical specification that Customer and SunGard Public Sector will agree upon in each instance for a Customization, and from which Customization Specification SunGard Public Sector will generate the Source Code and Object Code for such Customization. In the absence of a detailed functional and technical specification document, the high-level functional description for each Customization, to the extent expressly set forth in Exhibit 1 to this Agreement, shall constitute the Customization Specification.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. Destination Delivery Address.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means: (a) with regard to a Baseline Component System, a material deviation between the Baseline Component System (including any enhancements made to the Baseline Component System) and its documentation, and (b) with regard to a Customization, a material deviation between a Customization and its Customization Specification; and in the instance of either (a) or (b), that is capable of replication on a computer configuration which is both comparable to the Equipment (or, in the case of a Customization, the computer configuration for which SunGard Public Sector created such Customization) and is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know (as reasonably defined by the Customer); (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement; and (iii) those agencies identified on Exhibit 3 who have executed an Access Agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least once a calendar year. SunGard Public Sector's general practice is to update such Source Code relating to the Customer's System on a quarterly basis. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the

beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately $700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for publically-declared disasters and disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties, except as authorized under this Agreement for those authorized beneficiary agencies identified on Exhibit 3 or otherwise subsequently added to Exhibit 3 under the terms provided herein. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees and employees from agencies identified on Exhibit 3 or otherwise subsequently added to Exhibit 3 under the terms provided herein. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills.

(i) SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. SunGard Public Sector understands and agrees that all personnel providing services, whether on-site or remotely, must submit to and pass a background investigation required by the Criminal Justice Information System (CJIS) Security Agreement. Personnel on-site must properly display photo identification badges issued by Customer while on premises.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While

SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

(e) SunGard Public Sector understands and agrees that Customer operates a consolidated Public Safety Answering Point (PSAP). Subject to the provisions of this Agreement, including without limitation Section 3(d) (relating to prohibited service bureau data processing services), Customer may, as a PSAP, use the Component Systems to provide dispatch services to non-Customer agencies, jurisdictions, or political subdivisions of the State of Texas serviced by Customer as needed to provide emergency services (collectively, "dispatch-related entities"), provided that in no event shall any dispatch-related entity be permitted to access any Component System.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice, as otherwise set forth herein. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the then-current Williamson County Budget Order, as set forth in Exhibit 2 attached to this Agreement, and will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses incurred in connection with this Agreement shall be identified separately and described in each invoice for payment.

(iii) Payment and Late Charge. Customer's payment for goods, expenses and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from Customer's receipt of invoice. Interest charges for any late payments shall be paid by Customer 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 Customer'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 good faith 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, Customer shall pay to SunGard Public Sector, as due, the portion of the invoice that is correct and/or complete, and promptly notify SunGard Public Sector of the portion of the invoice that contains any such discrepancy and/or incompleteness. Following Customer's notification of any such discrepancy/incompleteness as to an invoice, SunGard Public Sector will use commercially reasonable efforts to resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation to Customer. Customer shall pay the remaining portion of the invoice, such that the invoice is paid in full within thirty (30) days from the date of the Customer's receipt of the corrected or revised invoice. Customer's non-payment of the portion of an invoice that contains a discrepancy and/or is incomplete shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the date of the Customer's receipt of the corrected or revised invoice.

(b) Taxes. To the extent that Customer is not exempt, Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must

provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c). Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within seven (7) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies;.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date (as defined herein), the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector shall, at its own expense, provide Customer with an avoidance procedure for or a correction of the Defect that does not have a materially adverse effect on Customer's ability to use the Baseline Component System in its daily business operations. The guidelines and Targeted Response Times of the Software Maintenance Agreement shall also serve as the guidelines and Targeted Response Times for providing an avoidance procedure for a correction of the Defect during the above referenced Warranty period. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for, or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Limited Customization Warranty by SunGard Public Sector and Remedy For Breach. For each Customization, SunGard Public Sector warrants to Customer that, for a period of sixty (60) days following the Customization Delivery Date of such Customization, the Customization, as used by Customer on the Equipment in accordance with the terms, conditions and limitations of this Agreement, will operate without Defects. In each instance, for each Defect, SunGard Public Sector shall provide Customer with an avoidance procedure for or a correction of the Defect that does not have a materially adverse affect on Customer's ability to use the Customization in its daily business operations. The guidelines and Targeted Response Times of the Software Maintenance Agreement shall also serve as the guidelines and Targeted Response Times for providing an avoidance procedure for a correction of the Defect during the above referenced Warranty period. If, despite its reasonable efforts, SunGard Public Sector is unable to provide an avoidance procedure for or a correction of a Defect as described herein, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(b).

Notwithstanding anything to the contrary, upon completion of the development of the Custom Modifications specified in Exhibit 1, such Custom Modifications may either be incorporated into the applicable Baseline Component System to be maintained under SunGard Public Sector's Baseline Maintenance Program pursuant to the terms of the Software Maintenance Agreement, or shall become warranted as part of the Limited Customization Warranty hereinabove.

(c) Disclaimer of Warranties. The limited warranties in Sections 7(a) and 7(b) are made to Customer exclusively and are in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT, HOWEVER SUNGARD PUBLIC SECTOR DOES**

WARRANT THAT ITS COMPONENT SYSTEM INTERFACES WILL BE COMPATIBLE WITH ANY PAY AGENCY PRODUCT WHICH HAS BEEN APPROVED BY SUNGARD PUBLIC SECTOR FOR INTERFACING OR OPERATING WITH SAID COMPONENT SYSTEM INTERFACE, PROVIDED HOWEVER, THAT THE PARTIES AGREE TO NEGOTIATE IN GOOD FAITH A SOLUTION IN THE EVENT ANY CHANGE TO SUCH PAY AGENCY PRODUCT BY THE THIRD PARTY VENDOR AFTER APPROVAL BY SUNGARD PUBLIC SECTOR RESULTS IN A COMMERICALLY UNREASONABLE SITUATION. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

(d) Abrogation of Limited Warranties. The limited warranties in Section 7(a) and 7(b) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System or Customization; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System or Customization. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(e) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement or required by law, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnities by SunGard Public Sector.

(a) INTELLECTUAL PROPERTY RIGHTS. SUNGARD PUBLIC SECTOR WILL DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ANY LOSS, COST AND EXPENSE THAT CUSTOMER INCURS BECAUSE OF A CLAIM THAT USE OF A BASELINE COMPONENT SYSTEM INFRINGES ANY UNITED STATES COPYRIGHT OF OTHERS. SUNGARD PUBLIC SECTOR'S OBLIGATIONS UNDER THIS INDEMNIFICATION ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) CUSTOMER MUST PROMPTLY NOTIFY SUNGARD PUBLIC SECTOR OF ANY SUCH CLAIM; (II) CUSTOMER MUST IN WRITING GRANT SUNGARD PUBLIC SECTOR SOLE CONTROL OF THE DEFENSE OF ANY SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE (IF CUSTOMER CHOOSES TO REPRESENT ITS OWN INTERESTS IN ANY SUCH ACTION, CUSTOMER MAY DO SO AT ITS OWN EXPENSE, BUT SUCH REPRESENTATION MUST NOT PREJUDICE SUNGARD PUBLIC SECTOR'S RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE); (III) CUSTOMER MUST COOPERATE WITH SUNGARD PUBLIC SECTOR TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM; (IV) THE CLAIM MUST NOT ARISE FROM MODIFICATIONS OR (WITH THE EXPRESS EXCEPTION OF THE OTHER COMPONENT SYSTEMS AND THIRD PARTY HARDWARE AND SOFTWARE SPECIFIED BY SUNGARD PUBLIC SECTOR IN WRITING AS NECESSARY FOR USE WITH THE SOFTWARE) FROM THE USE OR COMBINATION OF PRODUCTS PROVIDED BY SUNGARD PUBLIC SECTOR WITH ITEMS PROVIDED BY CUSTOMER OR OTHERS. IF ANY

COMPONENT SYSTEM IS, OR IN SUNGARD PUBLIC SECTOR'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF A UNITED STATES COPYRIGHT INFRINGEMENT CLAIM, THEN SUNGARD PUBLIC SECTOR, AT ITS SOLE OPTION AND EXPENSE, WILL EITHER: (A) OBTAIN FOR CUSTOMER THE RIGHT TO CONTINUE USING THE COMPONENT SYSTEM UNDER THE TERMS OF THIS AGREEMENT; (B) REPLACE THE COMPONENT SYSTEM WITH PRODUCTS THAT ARE SUBSTANTIALLY EQUIVALENT IN FUNCTION, OR MODIFY THE COMPONENT SYSTEM SO THAT IT BECOMES NON-INFRINGING AND SUBSTANTIALLY EQUIVALENT IN FUNCTION; OR (C) REFUND TO CUSTOMER THE PORTION OF THE LICENSE FEE PAID TO SUNGARD PUBLIC SECTOR FOR THE COMPONENT SYSTEM(S) GIVING RISE TO THE INFRINGEMENT CLAIM, LESS A CHARGE FOR USE BY CUSTOMER BASED ON STRAIGHT LINE DEPRECIATION ASSUMING A USEFUL LIFE OF FIVE (5) YEARS. THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

(b) DEATH, BODILY INJURY, TANGIBLE PROPERTY DAMAGE. SUNGARD PUBLIC SECTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS CUSTOMER 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) ACTUALLY SUFFERED OR INCURRED BY CUSTOMER AS A RESULT OF A CLAIM BY A THIRD PARTY RESULTING FROM (1) DEATH, (2) BODILY INJURY, OR (3) DAMAGE TO PHYSICAL PROPERTY OF SUCH THIRD PARTY, TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF SUNGARD PUBLIC SECTOR OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS INDEMNITY IS EXPRESSLY CONDITIONED ON THE FOLLOWING: (A) THAT SUNGARD PUBLIC SECTOR IS NOTIFIED PROMPTLY IN WRITING BY CUSTOMER OF ANY SUCH CLAIM; (B) THAT SUNGARD PUBLIC SECTOR IS GRANTED IN WRITING SOLE CONTROL OF THE DEFENSE OF ANY SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE (IF CUSTOMER CHOOSES TO REPRESENT ITS OWN INTERESTS IN ANY SUCH ACTION, CUSTOMER MAY DO SO AT ITS OWN EXPENSE, BUT SUCH REPRESENTATION MUST NOT PREJUDICE SUNGARD PUBLIC SECTOR'S RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE); AND (C) THAT CUSTOMER COOPERATES WITH SUNGARD PUBLIC SECTOR IN A REASONABLE WAY TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM.

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Termination for Convenience. Provided that all license fees are paid by Customer in full, the Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to SunGard Public Sector. In the event of such termination, it is understood and agreed that the amounts due to SunGard Public Sector for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

(c) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the

signature of a duly authorized representative of Customer, that it has done so.

(d) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(e) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law and Venue; Severability. 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. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL AND DIRECT DAMAGES THAT ARE INCURRED BY CUSTOMER AS THE RESULT OF THE ACTS OR OMISSIONS OF SUNGARD PUBLIC SECTOR, NOT TO EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Compliance with Laws. In its performance of services hereunder, 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations, to the extent applicable.

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

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

20. Entity Status. By signature below, SunGard Public Sector certifies that SunGard Public Sector is duly authorized to transact and do business in the State of Texas.

21. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

22. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party, except as otherwise expressly provided in this Agreement. Customer 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.

23. Customer's Right to Audit. Subject to the provisions of this Agreement (including without limitation the confidentiality provisions hereunder), and SunGard Public Sector's prior written consent in each instance, which consent will not be unreasonably withheld, SunGard Public Sector agrees that Customer 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 SunGard Public Sector which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. With regard to such audits, SunGard Public Sector agrees that Customer shall have reasonable access to all necessary SunGard Public Sector facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section, provided that, in each instance, Customer shall give SunGard Public Sector reasonable advance notice of intended audits, and the parties will work in good faith to agree on the particulars such that the audit does not unreasonably interfere with SunGard Public Sector's day to day business operations. Audits will not occur any more frequently than once in any twelve (12)-month calendar period.

24. Appropriation of Funds by Customer. Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. SunGard Public Sector understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. If, despite Customer's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for services payments due under this Agreement, then Customer will immediately notify SunGard Public

Sector of such occurrence and SunGard Public Sector will notify Customer that SunGard Public Sector will cease providing the services effective on the last day of the fiscal period for which Customer's appropriations were received. Upon the cessation of such services, Customer will pay to SunGard Public Sector the fees for all services rendered through the effective date of such cessation, as follows: (i) if such services were rendered on a fixed fee basis, then Customer will pay SunGard Public Sector for such fixed fee services based upon the level of effort that SunGard Public Sector provided through the effective date of such cessation, as if such fixed fee services had instead been time-and-materials services, (ii) if such services were time-and-materials services, then Customer will pay SunGard Public Sector for such time-and-materials services based upon the applicable services rates provided in the attached Exhibit 1, multiplied by the number of person-hours of time-and-materials services that SunGard Public Sector expended on the time-and-materials services through the effective date of cessation, and (iii) for all reimbursable travel and living expenses incurred by SunGard Public Sector through the effective date of such cessation. Without limiting the foregoing, Customer represents and warrants to SunGard Public Sector that Customer has both appropriated and encumbered sufficient funds in Customer's current fiscal year (that is, the Customer's fiscal year in effect as of the Execution Date) to pay SunGard Public Sector the amounts provided in the attached Exhibit 1 as the license fee for the Software and the fees for acquisition of the third party and/or Pay Agency Products in accordance with the payment schedule set forth in the attached Exhibit 1.

25. 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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the written advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any written advice, decision or opinion of the Attorney General of the State of Texas.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

27. Remedies: Subject to the provisions herein, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

28. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **Williamson County, TX**

Delivery Address: **Williamson County, TX**
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

SOFTWARE[1, 2]:

Qty	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-T6	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 6	$ 92,950.00
12	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	70,200.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	7,500.00
18	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	63,000.00
1	CAD-E911	E911 INTERFACE MODULE	6,500.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,500.00
19	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	26,600.00
21	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	31,500.00
1	CAD-PQA-LAW	LAW PROQA INTERFACE[1]	7,500.00
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE[1]	7,500.00
1	CAD-PQA-FIR	FIRE PROQA INTERFACE[1]	7,500.00
1	CAD-INT-PG	SUNGARD OSSI`S INTERFACE TO PAGEGATE[1]	1,000.00
1	CAD-RS	CAD ROSTER MODULE	6,500.00
1	CAD-TDD	ZETRON MODEL 3030 TDD INTERFACE[1]	5,500.00
1	CAD-CAPLUS-T6	CRIME ANALYSIS PLUS	22,500.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF[1]	7,500.00
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	6,500.00
1	CAD-INT-EMSCH	EMS CHARTS INTERFACE[1]	7,500.00
1	CAD-C2C	CAD 2 CAD	7,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE[1]	5,500.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE[1]	7,500.00
		Mobile Data Computing System	
1	MCT-BMS-T11	BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.	76,850.00
450	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	164,250.00
450	MCT-MAP	MCT CLIENT - MAPS MCT Licenses are required to purchase this product.	33,300.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE Required for AVL capability.	35,000.00
600	MCT-AVL-CLIENT	MCT CLIENT - AVL - 600 with MCT	33,000.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE[1]	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR.	20,000.00
		continued on next page	

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		Records Management System	
1	RMS-BASE-SITE	SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the approriate number of licenses needed for their agency	127,750.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING - SITE	0.00
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE - SITE	7,500.00
1	RMS-P&E-SITE	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	20,000.00
1	RMS-DOCSCAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	10,000.00
1	RMS-BAR HOST-SITE	BAR CODING SERVER LICENSE - SITE LICENSE Required for Bar Code capability	9,500.00
6	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	9,570.00
1	RMS-LINK-T6	LINK ANALYSIS MODULE - SITE	35,000.00
1	RMS-MAP-SITE	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE Required for RMS	20,000.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE	5,500.00
1	RMS-CFS-SITE	CALLS FOR SERVICE MODULE SITE LICENSE	7,500.00
1	RMS-NTF-SITE	NOTIFICATION MODULE - SITE LICENSE	22,500.00
1	RMS-ACCIDENT-SITE	BASIC ACCIDENT MODULE - SITE LICENSE	8,500.00
1	RMS-QTRMSTR-SITE	QUARTERMASTER MODULE - SITE LICENSE	20,000.00
1	JMS-MS DISPLAY-SITE	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	30,000.00
1	RMS-RPRF	RACIAL PROFILING MODULE - SITE LICENSE	5,000.00
1	RMS-SOFF	SEX OFFENDER MODULE - SITE LICENSE	15,000.00
1	RMS-RL- SITE	REMOTE LINEUP APPLICATION - SITE LICENSE	12,500.00
1	RMS-ANIMAL	ANIMAL CONTROL MODULE - SITE LICENSE	7,500.00
1	RMS-CA	CRIME ANALYSIS MODULE - SITE LICENSE	12,500.00
1	RMS-GANG	GANG TRACKING MODULE - SITE LICENSE	7,500.00
1	RMS-TRAIN-SITE	TRAINING MODULE - SITE LICENSE	12,500.00
1	RMS-RSW-SITE	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	7,500.00
1	RMS-ASSET-SITE	ASSET MANAGEMENT MODULE SITE LICENSE	8,500.00
1	RMS-CANINE	CANINE TRACKING MODULE - SITE LICENSE	5,500.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00
1	RMS-CIVIL-SITE	CIVIL PROCESSING MODULE - SITE LICENSE	26,000.00
1	RMS-PS-SITE	PAWN SHOP/PAWN WATCH - SITE LICENSE	12,500.00
1	RMS-GENPERM-SITE	GENERIC PERMIT MODULE - SITE LICENSE	8,500.00
		continued on next page	

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		Mobile - Field Based Reporting	
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE Required for MFR Accidents	5,000.00
175	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes. MS Visio is required. Quoted in the Hardware/System Services quote.	15,750.00
175	MCT-MFR-CITATION	MFR CLIENT - CITATION	53,375.00
175	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	53,375.00
250	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	24,250.00
250	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	121,250.00
1	MCT-MFR-REV-T11	REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS	35,000.00
350	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.	63,280.00
50	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	20,000.00
		Web Based Applications	
1	INT-OPSCAD	OPS CAD	25,000.00
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-P2C	POLICE 2 CITIZEN	15,000.00
		Subtotal	**$ 1,720,250.00**
1	DISCOUNT	DISCOUNT	$ (466,481.00)
		TOTAL LICENSE FEE	**$ 1,253,769.00**

Notes to Software Table:
[1] Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor to which the interface relates.

[2] Note: Mobiles applications do not include AVL hardware.

Software Escrow Fees: The amounts provided for in this Exhibit 1 are exclusive of the annual software escrow charges that Customer must pay directly to Iron Mountain in order to be named as an escrow beneficiary of the Source Code for the SunGard Licensed Programs pursuant to the Source Code escrow agreement (and specifically, in the "Preferred Beneficiary Acceptance Form" thereof) included as Exhibit 2 of the Agreement. The first year fee of $700 is payable to SunGard Public Sector and is due on the Delivery Date and thereafter, applicable annual fee amounts will be billed by Iron Mountain (such amounts which will be due at the beginning of the applicable annual period in each instance), and should be remitted by Customer directly to Iron Mountain.

SERVICES[1, 2, 3, 4]:

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		CAD Implementation Services						
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			$ 43,200.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		$ 16,100.00				
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION					$ 16,000.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION						$ 20,000.00
4	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD MRM - $600, CAD Roster - $600				$ 2,400.00		
1	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CA Plus - $2,800				2,800.00		
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	$ 4,800.00					
1	CAD-MAP-EDTRN	MAP EDITOR TRAINING	3,600.00					
4	CAD-USR-TRN	CAD USER TRAINING - 4 classes. Each class is 4 days.	19,200.00					
1	CAD-RVP	REQUIREMENTS VERIFICATION PLAN FOR CAD				7,350.00		
		MCT Implementation Services						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			39,600.00			
1	MCT-CLIENT-INST	INSTALLATION OF DIGITAL DISPATCHING CLIENT - $700 Firehouse Install , $700 Firehouse Interface, $1,400 Moblan Client		2,800.00				
1	MCT-AVL-SERV	AVL SERVER INSTALLATION AND TRAINING		2,800.00				
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00				
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH					1,400.00	
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00				
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					7,000.00	
2	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - MCT- 2 days				2,400.00		
3	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING - Classroom size is limited to 10 users 3 - 3 day classes for up to 30 total Williamson County "trainers".	10,800.00					
		Continued on next page						
		Continued from previous page						
		RMS Implementation Services						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			76,800.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES					12,200.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	4,800.00					
2	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	19,200.00					
58	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	69,600.00					
1	RMS-DATACNV-ANL	DATA CONVERSION						62,000.00
1	RMS-RVP	REQUIREMENTS VERIFICATION PLAN FOR RMS				7,350.00		
		MFR Implementation Services						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			43,200.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING					2,800.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00				
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING - 1 day MFR Offense	1,200.00					
2	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	14,400.00					
1	MFR-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING - 3- 1 day class MFR Accident, 3 - 1/2 day class MFR Arrest, 3 - 1/2 day class MFR Citations	7,200.00					
1	MFR-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - MFR - 1 day			1,200.00			
1	MCT-RVP	REQUIREMENTS VERIFICATION PLAN FOR MFR/MCT			7,350.00			
45	MCT-USR-TRN	MCT USER TRAINING - 45 classes of MCT training. Each class is a 1/2 day For training 450 users.	27,000.00					
25	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING - 25 classes for MFR training Each class is 2 days. Limited to 10 users per class.	60,000.00					
15	RMS-USR-TRN	RMS USER TRAINING	72,000.00					
		Web Based Applications Services						
1	INT-PROJ-MGNT	Project Management Services for Internet Applications			3,600.00			
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00				
1	INT-OPS-TRN	OPCENTER TRAINING	1,200.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
		OpCenter Web Application Server						
1	TCH-INSTALL-SERV	Implementation Services for Application Server					1,400.00	
		P2C Web Application Server						
1	TCH-INSTALL-SERV	Implementation Services for Application Server					1,400.00	
		Data Backup Solution						
1	TCH-INSTALL-BKUP	Implementation Services for Data Backup Solution					1,400.00	
		Property and Evidence Bar Coding Hardware						
4	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware					2,800.00	
		Quartermaster Bar Coding Hardware						
2	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware					1,400.00	
		Centralized Time Source						
1	TCH-INSTALL-NTCLK	Implementation Services for Spectracom NetClock Hardware					1,400.00	
		Third Party Hardware, Software and Services						
6	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers					8,400.00	
		TOTAL SERVICES FEE:	**$ 315,000.00**	**$ 45,500.00**	**$ 214,950.00**	**$ 22,300.00**	**$ 57,600.00**	**$ 82,000.00**

Qty	Part #	Custom Modifications	Fee
		Standard Interfaces	
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to Tyler Systems' Odyssey Court System.	$ 7,500.00
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to eDocs Application	7,500.00
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler Systems' Jail Mgmt System.	7,500.00
1	RMS-CUST-MOD	RMS CUSTOM MOD -The OSSI RMS/Leads Online Pawn interface	7,500.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Tyler's Legacy RMS.	8,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Deccan's Live MUM and Wall Map Products.	20,000.00
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler's Mugshot system	10,000.00
		CUSTOM MODIFICATION FEE for Standard Interfaces	**$ 68,000.00**

Qty	Part #	Custom Modifications	Fee
		Custom Enhancements	
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Display non AVL units	$ 40,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Display ETA calculation for dispatched units	36,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Requery for Unit recommendation	36,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Routing and text to speech directions in MCT	44,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status	84,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Color Code / Back-light most recent notes to call for service	3,200.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Hover over unit on map for information (information to be defined)	3,200.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Limit Rolodex contents by discipline / service	4,800.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - See any discipline resource responding to a common call for service on the mobile map as default setting	4,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Parse narrative for keyword and notify responders	24,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Tie SOP to nature code and responsible agency	4,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Support for cross-manned apparatus	24,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Line breaks and modification to narrative text display	4,000.00
		Subtotal	**$ 311,200.00**
1	DISCOUNT	DISCOUNT	$(311,200.00)
		CUSTOM MODIFICATION FEE for Custom Enhancements	**0.00**

Notes to Services Tables:

[1] Pricing is a "not to exceed" amount based on the Services set forth herein. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will change if additional services are necessitated by changes to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer otherwise fails to reasonably cooperate with SunGard Public Sector and/or perform its responsibilities as reasonably required through the course of the project.

[2] Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the then-current Williamson County Budget Order, as amended and in effect at the time expenses were incurred. SunGard Public Sector's Travel and Expense will be invoiced on a monthly basis in arrears and due and payable as set forth in the Agreement.

[3] Travel and Living Expenses for Services under this Supplement are estimated at $131,345.00 Notwithstanding anything to the contrary as may be provided, this price is a "not to exceed" amount based on the Services selected by Customer at the time of execution of this Agreement. The amount listed above will change if additional services are necessitated by changes to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer otherwise fails to cooperate with SunGard Public Sector and/or perform its responsibilities as reasonably required through the course of the project.

[4] Upon completion of development of these specified Custom Enhancements, SunGard Public Sector will incorporate each Custom Enhancement into the applicable Baseline Component System, to be maintained under SunGard Public Sector's Baseline Maintenance Program pursuant to the terms of the Software Maintenance Agreement.

PAY AGENCY PRODUCTS[1,2]:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance	
		CAD Application Server				
1	HWR-STRA-APP-SAN	Fault Tolerant Application Server	$ 66,105.00			
1	HWR-STRA-MTC	Stratus Assured Availability Plus			$ 13,404.00	
1	THP-MS-WINSVRENT-INC	Windows Server 2008 Enterprise Edition (Stratus)	0.00			
1	TCH-STRA-JSTRT	Implementation Services for Stratus ftServer		$ 7,594.00		
		RMS Application Server				
1	HWR-STRA-APP-SAN-AU	Fault Tolerant Application Server	36,103.49			
1	HWR-STRA-MTC	Stratus Assured Availability Plus			9,885.06	
1	THP-MS-WINSVRENT-INC	Windows Server 2008 Enterprise Edition (Stratus)	0.00			
1	TCH-STRA-STND	Implementation Services for Stratus ftServer		2,050.00		
		Message Switch Application Server				
1	HWR-STRA-MSG	Fault Tolerant Message Switch Server	17,482.79			
1	HWR-STRA-MTC-LV	Stratus Assured Availability Plus			5,977.01	
1	THP-MS-WINSVRSTD-INC	Windows Server 2008 Standard Edition (Stratus)	0.00			
1	TCH-STRA-STND	Implementation Services for Stratus ftServer		2,050.00		
		Property and Evidence Bar Coding Hardware				
4	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	8,255.52			
		Quartermaster Bar Coding Hardware				
2	HWR-QMSTR-HWRKIT	Quartermaster Bar-Coding Kit	4,127.76			
		Centralized Time Source				
1	HWR-SPCTM-GP931-O	Spectracom Centralized Time Solution	6,643.33			
1	HWR-SPCTM-PTENSE	Spectracom PresenTense Time Synch Software	1,184.71			
		Third Party Hardware, Software and Services				
1	THP-MS-VFP9	Microsoft Visual FoxPro 9.0	267.19			
250	HWR-MGTK-SWIPE1	Magtek MiniWedge Swipe Reader	12,942.50			
1	THP-PAGEGATE	PageGate Network Paging Software	565.00			
1	SHIPPING	SHIPPING (not to exceed)				$ 4,000.00
1	NETWORK ASSESSMENT	NETWORK ASSESSMENT		27,000		
1	DISCOUNT	DISCOUNT FOR NETWORK ASSESSMENT		($27,000)		
		Alarm Billing Software Solution				
1	THP-CRYWOLF-SERV	CryWolf Server License	27,000.00			
1	THP-CRYWOLF-INST	CryWolf Installation and Training		9,800.00		
1	THP-CRYWOLF-T&L	CryWolf Travel and Living		2,800.00		
1	THP-CRYWOLF-ASP	CryWolf Web ASPX Module License	4,800.00			
		Pay Agency Products Totals	**$185,477.29**	**$ 24,294.00**	**$ 29,266.07**	**$ 4,000.00**

Notes to Pay Agency Products Table:

[1]Governed by the Stratus Assured Availability Plus service agreement to be executed between Customer and Stratus Technologies.

[2]Governed by the Annual End User Software License and Maintenance Agreement to be executed between Customer and AOT Public Safety Corporation (CryWolf).

SUMMARY OF COSTS

Payment Schedule	Total Contract	Due Upon Delivery Date	As Incurred/ Delivered	Due on Completion	Due after kick-off	Due on installation	Due after 1st user training	Due after CAD Go-Live	Due after RMS Go-Live	Due 30 days after final Component System Go-Live	Due on delivery
License Fees	$1,253,769.00	$ 1,253,769.00									
CAD Installation	16,100.00			$ 16,100.00							
MCT Installation	12,600.00			12,600.00							
RMS Installation	7,000.00			7,000.00							
MFR Installation	2,800.00			2,800.00							
Web Based Installation	7,000.00			7,000.00							
Project Management	214,950.00				$ 21,495.00	$42,990.00	$ 42,990.00	$ 42,990.00	$ 42,990.00	$ 21,495.00	
Professional Services	22,300.00				2,230.00	4,460.00	4,460.00	4,460.00	4,460.00	2,230.00	
Implementation	57,600.00				5,760.00	11,520.00	11,520.00	11,520.00	11,520.00	5,760.00	
Conversion	82,000.00			82,000.00							
Training	315,000.00			315,000.00							
Custom Modification fees (Standard Interfaces)	68,000.00			68,000.00							
Pay Agency Hardware & Software	185,477.29										$ 185,477.29
Pay Agency Services	24,294.00										24,294.00
Pay Agency Annual Maintenance	29,266.07										29,266.07
Pay Agency Shipping	4,000.00		$ 4,000.00								
Source Code Escrow (first year)	700.00	$ 700.00									
Travel and Living (not to exceed)	131,345.00		131,345.00								
Grand Total	**$2,434,201.36**	**$ 1,254,469.00**	**$135,345.00**	**$510,500.00**	**$ 29,485.00**	**$58,970.00**	**$ 58,970.00**	**$ 58,970.00**	**$ 58,970.00**	**$ 29,485.00**	**$ 239,037.36**

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows based on a milestone, deliverables based schedule:

SunGard Public Sector License Fee:	100% on the Delivery Date.
Installation per module:	Due on completion.
Project Management, Professional Services Implementation Services:	10% due after kick-off 20% due after installation of the Component Systems 20% due after 1st user training 20% due on CAD Go-Live* 20% due on RMS Go-Live* 10% due 30 days after last Component System module Go-Live*

*Go-Live means the Component System is ready to be used with real data in a production (and not testing) mode.

Training Fees:	Due on completion of each training class.
Conversion Fees:	Due on completion.
Custom Modification Fees (for Standard Interfaces):	Due on completion
Pay Agency Products Hardware & Software Fee:	100% due on receipt of Proof of Delivery to SunGard Public Sector, or on delivery to Customer
Pay Agency Products Services Fee:	100% due on completion and/or delivery of the services.
Pay Agency Products Initial Annual Maintenance (Stratus)	100% due on the date of delivery of the related Stratus product
Pay Agency Products Shipping Fee	Due as incurred.

1. SunGard Public Sector understands and agrees that it is the primary and sole point of contact for any design, configuration, programming, installation, testing, operation, maintenance, troubleshooting, repairs, and upgrade or enhancement to the Component System modules and the Custom Modifications being purchased and implemented through SunGard Public Sector by Williamson County, to the extent purchased under this Agreement.
2. SunGard Public Sector agrees and acknowledges that upon execution of this Agreement, Williamson County and SunGard Public Sector will work together in good faith on a priority basis as it relates to design, configuration, programming, installation, testing, operation, maintenance, troubleshooting, repairs, and upgrade or enhancement to the Component System modules and the Custom Modifications, being purchased and implemented by Williamson County. In return, Williamson County understands and agrees that SunGard Public Sector has the right to use Williamson County as a reference, demonstration location, or both, for advertising and validation purposes. Williamson County and SunGard Public Sector will work together in good faith on future product or module development endeavors and as such agrees and desires to be an "Alpha" and "Beta" test site for such developments for our testing and development environments. Production environment(s) shall not be part of any "Alpha" or "Beta" testing.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

Item 1: This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

Item 2: The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network

Item 3: SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:

a. 1 Gb CAT5 (LAN) or Fiber (WAN)
b. 100 Mb CAT5 (LAN) or Fiber (WAN)
c. 10 Mb CAT5 (LAN) or Fiber (WAN)
d. Line of Site Technology

Item 4: If applicable, all RMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.

Item 5: If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.

Item 6: The Customer is responsible for the physical placement of all CAD and/or RMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS software on up to nineteen (19) CAD and ten (10) RMS workstations and train the Customer on the loading process.

Item 7: SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor. SunGard Public Sector understands and agrees E911 services, hardware, and software are provided by a third party; Capitol Area Council of Governments through a contract with AT&T. SunGard Public Sector will collaborate with these two entities to ensure E911 connectivity is appropriate and functional.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

i. Dedicated Line
ii. Any encryption to meet State and FBI requirements
iii. DSU to State
iv. Any wireless carrier charges and setup
v. Any installation Charges
vi. Recurring charges or costs
vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.
The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine.

If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

Item 12: SunGard Public Sector shall deliver to customer prior to implementation of products and / or services described herein a detailed System Responsibility Document. This document shall contain sections that describe the responsibilities of parties involved in providing services, activities and / or products that materially contribute to the success of the project. Tentative parties include, but are not limited to, Williamson County and its subordinate business units, SunGard Public Safety, Capital Area Council of Government, ACS/Firehouse and other to be determined parties. SunGard shall list for each party those responsibilities which have been assigned to each or are the responsibility of each.

Item 13 Network Assessment: Prior to the installation of software products and hardware as defined in This Agreement, SunGard Public Sector shall complete an assessment of Williamson County's communications and computing network as described in Exhibit 4. SunGard Public Sector shall, where appropriate, make recommendations to Williamson County what additional infrastructure components (e.g., routers, switches, communication lines) are necessary to support the level of anticipated transactions and concomitant transaction response time to these transactions. Transaction is defined as "*an individual query or command made by the user to the system.*" Response time of defined as "*the initial query or command by the user and the subsequent response to that query or command to the user by the system*".

DESCRIPTIONS:

Component Systems and related Services

Part Number: CAD-T6
Description: BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License
Tier 6
Long Description: Computer Aided Dispatch Includes:
- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Function
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Seven (7) Call Taker/Dispatcher Console Licenses

Part Number: CAD-CON
Description: ADDITIONAL CAD CONSOLE LICENSE
Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system.

Part Number: CAD-MAP
Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:
- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD
Description: ADDITIONAL CAD MAP DISPLAY LICENSE
Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-E911
Description: E911 INTERFACE MODULE
Long Description: The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-MJ
Description: MULTI-JURISDICTIONAL DISPATCH OPTION
Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

Part Number: MCT-AVL-CAD
Description: CAD CLIENT AVL LICENSE
Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: CAD-MRM
Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS
Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with SunGard Public Sector's CAD System.

Part Number: CAD-PQA-LAW
Description: LAW PROQA INTERFACE
Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Fire Dispatch. SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface.

Part Number: CAD-PQA-MED
Description: MEDICAL PROQA INTERFACE
Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Medical Dispatch. SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface.

Part Number: CAD-PQA-FIR
Description: FIRE PROQA INTERFACE
Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Fire Dispatch. SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface.

Part Number: CAD-INT-PG
Description: SUNGARD OSSI'S INTERFACE TO PAGEGATE
Long Description: SunGard Public Sector's interface to NotePage, Inc., PageGate software allows the CAD Paging Module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

Part Number: CAD-RS
Description: CAD ROSTER MODULE
Long Description: The CAD Roster Module interfaces CAD with user defined personnel rosters. CAD then automatically monitors these rosters and units roll on and off duty without dispatcher intervention.

Part Number: CAD-TDD
Description: ZETRON MODEL 3030 TDD INTERFACE
Long Description: The Zetron Model 3030 TDD Interface allows CAD to interface with the Zetron model 3030 TDD machine. This allows the user to communicate directly with the caller from CAD.

The Customer must purchase and install the Zetron hardware equipment. The Customer is also responsible for obtaining the manufacturer recommended cables.

Part Number: CAD-CAPLUS-T6
Description: CRIME ANALYSIS PLUS
Long Description: Crime Analysis module that combines data from both OSSI CAD and OSSI RMS. CA Plus allows Crime Analysts to perform predictive future-crime analysis, identify high crime areas, pin-map events, and eliminate hours of research and mapping. Designed to download, view, and analyze incidents from CAD and RMS, Crime Analysis Plus features easy-to-use navigation, analysis tools, pattern librarian, and time slice function.

Part Number: CAD-INT-CRY
Description: CAD INTERFACE TO CRYWOLF
Long Description: This is a two way interface with the 3rd party CRYWOLF alarm product. SQL CAD interfaces with CryWolf® Alarm Billing. This interface will export alarm calls to CryWolf® for processing as well as build premise information in CAD for the purposes of notifying the Communicator of special alarm statuses defined inside of CryWolf®.

Part Number: CAD-RR
Description: RIP AND RUN PRINTING/FAXING MODULE
Long Description: The Rip and Run Module allows for remote call notification reports (network printing, faxing, and email) at Fire/EMS stations. When units are dispatched, the station receives a Dispatch Report that includes (location, nature, x-streets, call taker notes, premise alerts, street notes, medical priority level, etc.). The customer can configure Rip and Run Module to send one Dispatch Report to each responding station or a Dispatch Report for each responding unit. When all units clear the call, each station dispatched will automatically receive a CAD Event Report containing the full radio and event log for the call.

For printing, the Rip and Run Module requires each printer to be a network laser printer compatible with Windows 2000 or higher OS. Faxing requires a dedicated phone line, fax machine, and WinXP/WIN2003 faxing services. Emailing requires that the machine running the Rip and Run application be configured by the customer for Email support. Stations can be configured for either network printing, faxing or emailed reports.

Part Number: CAD-INT-EMSCH
Description: EMS CHARTS INTERFACE
Long Description: The EMS Charts interface allows OSSI CAD to send event data to the EMS Charts Patient Care Reporting System. OSSI CAD sends specific data elements to EMS Charts as they occur throughout the life of the CAD event. This process gives EMS Charts access to the most current CAD data relating to an event. Pricing provided by SunGard is applicable to SunGard Data Systems only and specifically does not include any pricing proposed by any additional 3rd parties to implement the proposed solution.

Part Number: CAD-C2C
Description: CAD 2 CAD
Long Description: The C2C (CAD to CAD) module is designed to transfer events between two independent SunGard Public Sector CAD systems. This is a powerful feature for a dispatch center that is handling an event and needs to route the event to another dispatcher center for action.

In addition to call routing, other features of C2C include:

- Notification of completed transfer.
- Notification of transferred call dispatched.
- Notification of failed call transfer if the recipients C2C system is down.
- Notification of Nature Code change by originating agency.
- Transfer of remarks between C2C events.
- Relay of ProQA summary information (if used).
- Notification of ProQA response upgrades or downgrades.

As a result of the functionality listed above, C2C creates a virtual single site dispatch center allowing for calls to be routed and notes added as if everyone was using one CAD system.

This product requires TCP/IP connectivity between the respective Customers. This connectivity is the responsibility of each participating Customer. If a non-dedicated TCP/IP connection is chosen (i.e. internet connectivity), then a VPN solution is highly recommended for security reasons. All firewall and VPN connectivity between the Customers are the responsibility of the participating Customers.

Part Number: CAD-FIREHOUSE
Description: FIREHOUSE RMS INTERFACE
Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-INT-PVI
Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE
Long Description: SunGard Public Sector supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

Part Number: CAD-PROJ-MGNT
Description: CAD PROJECT MANAGEMENT
Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: CAD-INST
Description: BASE CAD SOFTWARE INSTALLATION - $4,200 - Base Cad, $700 - E911, $1,400 - CA PLUS, $700 - RipRun, $350 - CAD Zetron TDD Interface, $1,400 - Cad2Cad, $350 - CryWolf, $700 - EMSCharts Interface,$350 - Firehouse, $1,400 - ProQA Medical, $700 - Interface to PageGate, $1,400 - ProQA Law, $1,400 ProQA Fire, $350 cad Roster Module, $700 CAD Interface to Pictometry
Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL
Description: BASE CAD SOFTWARE IMPLEMENTATION
Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

Four (4) days of QA services to assist with the CAD implementation.

Four (4) days to review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Two (2) SunGard professionals (1 QA and 1 Technical Services) to be on-site for up to two (2) days when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV
Description: MAP BASED GEOFILE GENERATION
Long Description: This service includes:

" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formates are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes
" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.
This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.
" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.
" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.
" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.
" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:
SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is
incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)
Street names
Street prefixes
Street suffixes
Jurisdiction/City Code
X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:
Missing streets
Missing street segments
Missing intersections
Errors in street names, street prefixes, street type, etc.

Part Number: CAD-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES - CAD MRM - $600, CAD Roster - $600
Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

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Part Number: CAD-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES - CA Plus - $2,800
Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

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Part Number: CAD-MNT-TRN
Description: CAD MAINTENANCE TRAINING
Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-MAP-EDTRN
Description: MAP EDITOR TRAINING
Long Description: SunGard Public Sector will provide up to three (3) days of training at SunGard Public Sector's office in High Point, NC. The training will include the updating and maintenance of the Customer GIS data, creation of polygons and map editor. The Customer is responsible for travel and living expenses for their personnel to attend this training. This training is for customers who will be using SunGard Public Sector's Map Editor as the primary application for maintaining maps.

Part Number: CAD-USR-TRN
Description: CAD USER TRAINING - 4 classes. Each class is 4 days.
Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to days.

Part Number: CAD-RVP
Description: REQUIREMENTS VERIFICATION PLAN FOR CAD
Long Description: Requirements Verification Test plan development and delivery. This includes planning and related services.

Part Number: MCT-BMS-T11
Description: BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.
Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 150 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT
Description: MCT CLIENT - DIGITAL DISPATCH
Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.
Any additional hardware must be purchased separately.

Part Number: MCT-MAP
Description: MCT CLIENT - MAPS
MCT Licenses are required to purchase this product.
Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-AVL-HOST
Description: AVL SERVER HOST LICENSE
Required for AVL capability.
Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT
Description: MCT CLIENT - AVL - 600 with MCT
Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

Part Number: MCT-INT-FHS
Description: MCT INTERFACE TO FIREHOUSE
Long Description: OSSI Visual MCT supports the ability to request Occupancy data from within the FireHouse® package.
The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-SWI
Description: STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR
Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Automatic State/NCIC query on license plates from CAD
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: MCT-PROJ-MGNT
Description: PROJECT MANAGEMENT SERVICES
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MCT-CLIENT-INST
Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT - $700 Firehouse Install , $700 Firehouse Interface, $1,400 Moblan Client
Long Description: Includes installation, configuration and testing of MCT and MFR modules.

Part Number: MCT-AVL-SERV
Description: AVL SERVER INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-SWI-INST
Description: INSTALLATION OF BASE MESSAGE SWITCH
Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-SWI-IMPL
Description: IMPLEMENTATION OF BASE MESSAGE SWITCH
Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-BMS-INST
Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE
Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications. Also includes the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-IMPL
Description: MOBILE IMPLEMENTATION SERVICES
Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes two (2) days of on-site Technical Services; two (2) days of QA testing prior to user training; and one (1) day of on-site go-live.

Part Number: MCT-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES - MCT- 2 days
Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-TTT-TRN
Description: MCT TRAIN THE TRAINER TRAINING - Classroom size is limited to 10 users. 3 - 3 day classes for up to 30 total Williamson County "trainers".
Long Description: Three (3) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: RMS-BASE-SITE
Description: SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the approriate number of licenses needed for their agency
Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) :

UPGRADE TO SITE LICENSE
INCLUDES SITE LICENSES FOR THE FOLLOWING MODULES:

RECORDS MGMT SYSTEM, RMS MAPS, NOTIFICATIONS, ACCIDENT MODULE, AND MUGSHOT DISPLAYS

Part Number: RMS-P2P
Description: POLICE TO POLICE INTERNET DATA SHARING - SITE
Long Description: SunGard Public Sector's OSSI Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard Public Sector.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.

Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

Part Number: RMS-INTELLIGENCE
Description: INTELLIGENCE MODULE - SITE
Long Description: The OSSI RMS Intelligence Module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists hiding involvement summary from users not authorized to access the Intelligence module components.

Part Number: RMS-P&E-SITE
Description: PROPERTY AND EVIDENCE MODULE - SITE LICENSE
Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-DOCSCAN SITE
Description: DOCUMENT SCANNING AND STORAGE - SITE
Long Description: Allows the Customer to scan documents using a TWAIN compliant scanner and store the image associated with the currently viewed SunGard Public Sector record. The stored document will allow areas to be marked confidential and blocked from view and "sticky notes" may be added. SunGard Public Sector will provide a list of recommended scanners at the request of the agency.

Part Number: RMS-BAR HOST-SITE
Description: BAR CODING SERVER LICENSE - SITE LICENSE
Required for Bar Code capability
Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT
Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)
Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions:
Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.
License is per workstation.

Part Number: RMS-LINK-T6
Description: LINK ANALYSIS MODULE - SITE
Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a stand alone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

Part Number: RMS-MAP-SITE
Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE
Required for RMS
Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-MJ
Description: MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE
Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-CFS-SITE
Description: CALLS FOR SERVICE MODULE SITE LICENSE
Long Description: The Calls for Service Module allows users to enter and maintain calls for service events within the agency.

Part Number: RMS-NTF-SITE
Description: NOTIFICATION MODULE - SITE LICENSE
Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-ACCIDENT-SITE
Description: BASIC ACCIDENT MODULE - SITE LICENSE
Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-QTRMSTR-SITE

Description: QUARTERMASTER MODULE - SITE LICENSE
Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue- once items) such as t-shirts and other clothing items or returnable serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generates reports on items at or below reorder point, tracks historical inventory issuance per item, and tracks preferred vendor information for each item.

Part Number: JMS-MS DISPLAY-SITE
Description: MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE
Long Description: This allows the Customer to view mugshots and create line-ups.

Part Number: RMS-RPRF
Description: RACIAL PROFILING MODULE - SITE LICENSE
Long Description: The Racial Profile module allows officers to document required traffic stop information. Each agency's form for racial profile data collection may vary and must be approved by Product Management

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Part Number: RMS-SOFF
Description: SEX OFFENDER MODULE - SITE LICENSE
Long Description: This agency or state specific module allows for the registration and agency reports of sex offenders as defined by the local court. It allows for various classification levels and various re-registration rules.

Part Number: RMS-RL- SITE
Description: REMOTE LINEUP APPLICATION - SITE LICENSE
Long Description: The OSSI Remote Lineup Application allows users to create an 8 Image Lineup within OSSI RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

Policies from the NC Actual Innocence Commission are enforced with this application.

Part Number: RMS-ANIMAL
Description: ANIMAL CONTROL MODULE - SITE LICENSE
Long Description: The Animal Control module allows for the collection of information related to the operations of the agency's Animal Control Division including tracking of events surrounding the capture or surrendering of an animal to the Animal Shelter. Information includes the ability to store narrative information and follow up tracking entries associated with the status and/or disposition of the animal. The application will allow for tracking of dangerous animal alerts at specific locations and allow for the storage of system attachments, including images of the animal when available. This module will have separately assigned security access within RMS. Summary reporting will be available to generate shelter statistics and manage the shelter population.

Part Number: RMS-CA
Description: CRIME ANALYSIS MODULE - SITE LICENSE
Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-GANG
Description: GANG TRACKING MODULE - SITE LICENSE
Long Description: The Gang Tracking Module collects names and information associated with the various gangs including members, associates, and locations. This module also has the capability to separately record gang activity and events.

Part Number: RMS-TRAIN-SITE
Description: TRAINING MODULE - SITE LICENSE
Long Description: The Training Module records employees` training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles.

Part Number: RMS-RSW-SITE
Description: RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE
Long Description: This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard Public Sector's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

Part Number: RMS-ASSET-SITE
Description: ASSET MANAGEMENT MODULE SITE LICENSE
Long Description: Enables an agency to enter and track equipment assignment and maintenance records.

Part Number: RMS-CANINE
Description: CANINE TRACKING MODULE - SITE LICENSE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This add-on module is available in RMS 5.0 and 8.0 versions.
This module participates in the existing RMS security model allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity. If a K-9 team checks multiple locations or dwelling where there are multiple hits, the K-9 officer will receive multiple case numbers for the activity. In this case, multiple K-9 records will be created and each hit will be treated as a separate event.

Part Number: RMS-PSD
Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE
Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

Part Number: RMS-CIVIL-SITE
Description: CIVIL PROCESSING MODULE - SITE LICENSE
Long Description: The Civil Processing Module houses records of civil process paperwork. This includes entry and management of civil papers, assignments to officers, letters to responsible parties and the collection of fees, processing of charges for service, etc. While the module is not specific to each state, the module is so designed as to allow the user to select certain rules and procedures.

Part Number: RMS-PS-SITE
Description: PAWN SHOP/PAWN WATCH - SITE LICENSE
Long Description: Module to record pawned/bought property records from pawn shops in the jurisdiction. Pawn Watch is an add-on module that allows the Customer to create user defined 'watches' against existing and future pawn tickets entered from the Pawn Module. These watches generate 'hit' reports notifying the requesting investigator of a Pawn Watch match.

Part Number: RMS-GENPERM-SITE
Description: GENERIC PERMIT MODULE - SITE LICENSE
Long Description: This module provides the ability to record application and status of various permits as applied for by citizens. Module tracks payment of permits and enforces local agency policies for the issuance of permits.

Part Number: RMS-PROJ-MGNT
Description: PROJECT MANAGEMENT FOR RMS
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: RMS-INST
Description: BASE RMS SOFTWARE INSTALLATION CHARGES
Long Description: Includes the installation of SunGard Public Sector's base RMS application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard Public Sector will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-IMPL
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES
Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Three (3) days to review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

Two (2) days of QA support for assistance with implementation.

Two (2) SunGard professionals to be on-site for up to two (2) days when the base RMS System goes live as determined by the project plan.

Part Number: RMS-MNT-TRN
Description: RMS MAINTENANCE TRAINING
Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 4 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard Public Sector.

Part Number: RMS-TTT-TRN
Description: RMS TRAIN THE TRAINER TRAINING
Long Description: Eight (8) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including leading teachbacks and providing feedback to agency trainers.

Part Number: RMS-ADD-TRN
Description: RMS ADD-ON MODULE USER TRAINING -
Long Description: Training for Add-On OSSI RMS Modules to include:
10 - 1/2 day classes Accident,
2 - 1/2 day Calls For Service
2 - 1 day Prop/Evid
2 - 1 day Bar Client
4 - 1/2 day Link Analysis
10 - 1 day Notifications
Included with base RMS training - Mugshot Display
6 - 1/2 day Intelligence
2 - 1 day DocScan
Included with base RMS training - RacProf
3 - 1/2 day Sex Off
3 - 1 day Crime Analysis
2 - 1 day classes Quartermaster
3 - 2 day classes Remote Lineup
1 - 1 day class for Animal Control
2 - 1 day classes for Gang
3 - 1/2 day classes for Training module
2 - 1/2 day classes for Residential Security Watch
2 - 1/2 day classes for Asset Mgmt
1 - 1 day class for Canine
1 - 3 day class for Professional Standards
6 - 1 day class for Civil Process
2 - 1/2 day classes Generic Permits
2 - 1/2 day Pawn

Part Number: RMS-DATACNV-ANL
Description: DATA CONVERSION -

Module/Data Source	Price
Names (Person Names, Business Names, Scars Marks & Tattoos)	$10,000
Arrests (Adult, Juvenile)	$5,500
Incident (Associated Names, Property Vehicles and Narratives)	$10,000
Citation	$5,500
Accident	$5,500
Pawn	$3,000
Internal Affairs	$2,000
Property & Evidence	$5,000
Sex Offenders	$2,000
Premise History for CAD	$5,500
Calls for Service	$8,000
Total:	$62,000

Long Description: SunGard Public Sector has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard Public Sector will provide a fixed cost based on time and materials plus reimbursement of travel and living expenses.

This fee is not for the actual data conversion.

Part Number: RMS-RVP
Description: REQUIREMENTS VERIFICATION PLAN FOR RMS
Long Description: Requirements Verification plan development and delivery. This includes planning and related services.

Part Number: RMS-WIZ-BASE
Description: ACCIDENT WIZARD BASE SERVER LICENSE
Required for MFR Accidents
Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-WIZ-CLIENT
Description: ACCIDENT WIZARD WORKSTATION LICENSE
Required for drawing accident scenes.
MS Visio is required. Quoted in the Hardware/System Services quote.

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: MCT-MFR-CITATION
Description: MFR CLIENT - CITATION
Long Description: The Citation Module allows officers using SunGard Public Sector's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car

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Part Number: MCT-MFR-ACC
Description: MFR CLIENT - ACCIDENT REPORTING
Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

Part Number: MCT-MFR-RACEPROF
Description: MFR CLIENT - RACIAL PROFILING
Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: MCT-MFR-OFF
Description: MFR CLIENT - BASE INCIDENT/OFFENSE
Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MFR-REV-T11
Description: REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS
Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 150 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MIS
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC
Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.
Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:
- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard Public Sector's standard State/NCIC queries

Part Number: MCT-MFR-MBLN-CLIENT
Description: MFR CLIENT- MOBLAN VERSION
Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-PROJ-MGNT
Description: PROJECT MANAGEMENT SERVICES
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MFR-IMPL
Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING
Long Description: Two (2) days of QA services to test OSSI MFR.

Part Number: MFR-INST
Description: INSTALLATION MOBILE FIELD REPORTING
Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-MNT-TRN
Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING - 1 day MFR Offense
Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MFR-TTT-TRN
Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING - 3 - 6 days classes for MFR. Limited to 10 users per class. For training a total of up to 30 Williamson County "trainers"
Long Description: Six (6) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-ADD-TRN
Description: MCT & MFR ADD ON MODULE USER TRAINING – 3-1 day class MFR Accident, 3-1/2 day class MFR Arrest, 3-1/2 day class MFR Citations,
Long Description: Training for MCT and MFR Add-on Modules.

Part Number: MFR-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES - MFR - 1 day
Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-RVP
Description: REQUIREMENTS VERIFICATION PLAN FOR MFR/MCT
Long Description: Requirements Verification plan for MCT including planning and related services.

Part Number: MCT-USR-TRN
Description: MCT USER TRAINING - 45 classes of MCT training. Each class is a 1/2 day. For training 450 users.
Long Description: Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR. Class duration = up to 4 hours.

Part Number: MFR-USR-TRN
Description: MOBILE FIELD REPORTING USER TRAINING - 25 classes for MFR training. Each class is 2 days. Limited to 10 users per class.
Long Description: Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = up to 2 days.

Part Number: RMS-USR-TRN
Description: RMS USER TRAINING
Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days.

Part Number: INT-OPSCAD
Description: OPS CAD
Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSRMS
Description: OPS RMS
Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-P2C
Description: Police 2 Citizen
Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT
Description: Project Management Services for Internet Applications

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: INT-OPS-INST
Description: OPCENTER INSTALLATION
Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN
Description: OPCENTER TRAINING
Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST
Description: POLICE 2 CITIZEN INSTALLATION
Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: JMS-BASE-100
Description: JAIL MANAGEMENT SYSTEM MODULE - 100 WORKSTATION
Long Description: Includes:

- On Line Booking (intake)
- Central Names Interface
- Automated Wants and Civil Checks
- Initial Inmate Screening - Medical and Suicide
- Risk Assessment
- Arrest Information
- Bond Information
- Property Management
- Integration with Mugshot System
- Inmate Tracking
- Court List Generation
- Scheduled Events Management (Court, Medical Appointment, etc.)
- Holds
- Facility Capacity Agency and Occupancy
- Inmate Cash Accounts
- Payment History
- Medical Cost Tracking
- Criminal History

Part Number: JMS-IPAC-MEDS
Description: HAND HELD PC MEDICINE DISPENSATION MODULE
Long Description: The JMS Medication Module can interface to a handheld device. This interface allows downloading medication dispensing schedules to the handheld device. Jail personnel can then use the handheld device to record the results of dispensing medication as they are given anywhere in the facility. The interface displays the inmate's image, full name and cell location as well as the medication name, dosage and dispensing instruction. Once medications have been dispensed, the recorded information is uploaded into JMS and a permanent log of the transactions are created. This interface saves data-entry man-hours and increases the quality of the log data.

This module requires Compaq's iPAC model 3800 series or higher. Unless noted within this quote, SunGard Public Sector has not included this device.

Part Number: JMS-COMMISSARY-100
Description: JAIL COMMISSARY - 100 WORKSTATION
Long Description: Jail Commissary Module allows a jail facility to maintain an internal commissary. This module keeps an inventory of items in the commissary "store." It adjusts the inmate's cash account for purchases made.

Part Number: JMS-STATE-LIVESCAN
Description: STATE LIVESCAN INTERFACE
Long Description: This is SunGard Public Sector's LiveScan (CardScan) interface module. This interface passes the arrest portion of the booking record from SunGard Public Sector's application software to the LiveScan (CardScan) device to eliminate redundant data entry. The LiveScan device must be on the local LAN, and based on state requirements, this may require the Customer to install a second NIC in the LiveScan device. SunGard Public Sector has not included the cost for that card or service for the second NIC installation. Listed below is an inventory of Customer's responsibilities:

Customer is responsible to provide network connection for the LiveScan device to the State Agency.

The Customer must verify that the LiveScan vendor has the LiveScan computer set up to receive demographics transfer. In most cases the LiveScan vendor charges for these services and for the associated interface software. These are all the responsibilities of the Customer and are not included in this Proposal/Contract.

Customer must be able to "ping" the LiveScan device on the Windows 2000, or higher, network prior to SunGard Public Sector delivering the LiveScan Interface Software.

Customer must provide a toll-free number, IP address, user login name and user password to access the LiveScan network using TCP/IP.

Customer must provide all hardware, modem, PC, phone lines and any other required equipment or software to connect to the associated State Department for the LiveScan Interface.

Customer must have completed and certified the above mentioned items. Customer is responsible for all technical resources to meet these requirements.

Customer must coordinate with the State departments to support these efforts and testing these interfaces.

If multiple trips are required because the Customer or other involved party did not complete their tasks, the Customer will be required to reimburse SunGard Public Sector for the additional travel and living expenses.

SunGard Public Sector is only providing SunGard Public Sector's software and related implementation services.

Part Number: JMS-HH-WATCH
Description: HAND HELD SPECIAL WATCH MODULE
Long Description: This module extends the usability of the JMS special watch module, allowing correction officers to record special watch observations away from a workstation. With the handheld interface, special watch records can be downloaded to the handheld device. Once special watch observations are completed, they can be uploaded into the JMS special watch module observation log as permanent record.

This requires an approved Pocket PC device. Please consult product management to determine approval of the specific Pocket PC device desired to be used.

Part Number: JMS-MUG-2
Description: SUBSEQUENT MUGSHOT CAPTURE STATION SOFTWARE
Long Description: Additional license of SunGard Public Sector's mugshot capture station application.

Part Number: JMS-MUG-1
Description: MUGSHOT CAPTURE STATION SOFTWARE
Long Description: This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard Public Sector requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard Public Sector's specialized capture board is required. Sungard Public Sector recommends three-point lighting and 18% flat gray background that follow the FBI's new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard Public Sector.

Part Number: JMS-INT-VINE
Description: OSSI JMS VINE INTERFACE
Long Description: This interface allows participation in the nationwide VINE (Victim Information Notification Everyday) network. Complete inmate records are sent to VINE on a schedule determined by the agency. This timely reporting ensures the current inmate information is always available to the VINE program.

Part Number: RMS-POP-SITE
Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE
Long Description: The Problem Oriented Policing Module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

Part Number: RMS-CRST-SITE
Description: CRIME STOPPERS MANAGEMENT MODULE -SITE LICENSE
Long Description: This module gives the ability to track narrative tip information as well as associate an unlimited number of master name records, and related vehicles, associated with the tip. The module interacts with SunGard Public Sector's standard involvement subsystem for names entered as a related name to the Crime Stoppers record.

The module also provides the following:
Ability to track payments made to Crime Stopper informants and track the number of cases that were cleared from a specific tip, including a breakdown of the number of felony and misdemeanor arrests made from the tip.
Ability to track which agency/unit the tip has been referred to for follow up.
Ability to generate seven summary reports based upon Crime Stoppers data such as: Crime Stoppers Monthly Report, Crime Stoppers Referral
Listing, Summary by Nature of Call, etc.

Part Number: RMS-FLMAINT-SITE
Description: FLEET MAINTENANCE MODULE SITE LICENSE
Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

Part Number: RMS-PP-SITE
Description: PROBATION AND PAROLE MODULE - SITE LICENSE
Long Description: The Probation and Parole Module allows the Customer to enter and maintain probation and parole data within the agency.

Part Number: JMS-PROJ-MGNT
Description: PROJECT MANAGEMENT
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: JMS-INST
Description: BASE JMS SOFTWARE INSTALLATION CHARGES - Base JMS- $2,800; Mugshot Installation- $1,400
Long Description: Includes the installation of SunGard Public Sector's base JMS application software on the server. This service also includes the configuration of up to five (5) JMS workstations for the JMS application software once on site and operational within the Customer's network. SunGard Public Sector will train the System Administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: JMS-IMPL
Description: BASE JMS SOFTWARE IMPLEMENTATION CHARGES
Long Description: Includes testing, audit, and go-live assistance.

One (1) day for data audit.

Two (2) days for QA testing.

One (1) SunGard professional to be on-site for up to two (2) days when the base JMS System goes live as determined by the project plan.

Part Number: JMS-MNT-TRN
Description: JMS MAINTENANCE TRAINING
Long Description: Training for key personnel and system administrators (4-6 people max) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 2 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the customer is responsible for setting up a suitable training environment following guidelines provided by SunGard Public Sector.

Part Number: JMS-TTT-TRN
Description: JMS TRAIN THE TRAINER TRAINING
Long Description: Six (6) days of on-site training and assistance designed to prepare agency training staff for conducting JMS User Training. OSSI Training Specialist provides 3 days of instruction on JMS followed by 3 days of consulting, including observing and providing feedback to agency trainers.

Part Number: JMS-ADD-TRN
Description: JMS ADD ON MODULE TRAINING - $600- Commissary, $600 MS Display, $600 Mugshot Capture Station, $600 - HH Watch, $600 - IPAC Meds
Long Description: Training for Add-On OSSI JMS Modules

Part Number: RMS-DATACNV-ANL
Description: DATA CONVERSION ANALYSIS ONLY
Long Description: SunGard Public Sector has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard Public Sector will provide a fixed cost based on time and materials plus reimbursement of travel and living expenses.

This fee is not for the actual data conversion.

Part Number: RMS-ADD-TRN
Description: RMS ADD-ON MODULE USER TRAINING
2 - 1/2 day classes Crime Stoppers
3 - 1/2 day classes Fleet Maint
2 - 1/2 day classes for Probation and Parole
1 - 1/2 day class for Problem Oriented Policing
Long Description: Training for Add-On OSSI RMS Modules.

Custom Modifications – Standard Interfaces

Part Number: RMS-CUST-MOD
Description: RMS CUSTOM MOD- Interface to Tyler Systems' Odyssey Court System. An SOW would be needed and agreed upon before any development begins.
Long Description: An interface with Tyler's Odyssey Court System allowing import of new Warrant and Civil Process records from Tyler to SunGard's OSSI RMS. As part of the import, Warrants and Civil papers will require name candidating to ensure

duplicate names are not created. Interface would facilitate transfer of Warrant Disposition and Civil Disposition back to Osyssey from RMS.***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

RMS-CUST-MOD
Description: RMS CUSTOM MOD – Interface with eDocs Application– An SOW would needed and agreed upon before any development begins
Long Description: An allowance for custom modifications related to an interface to the County's eDoc application. Functionality associated with the interface will be documented in a mutually agreed upon statement of work. Allowance accounts for up to 37.5 hours of development services. Should the development effort exceed the allowance, SunGard will provide revised pricing above and beyond the allowance. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-CUST-MOD
Description: RMS CUSTOM MOD - Interface to Tyler Systems' Jail Mgmt System.
View only access to Odyssey Jail System.
The interface will provide the ability to query a view within the Tyler Odyssey SQL database, created by Tyler, and display view results in a read only format within the OSSI RMS. Price does not include any pricing Tyler may require for their development. An SOW will be required.
Long Description: ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-CUST-MOD
Description: RMS CUSTOM MOD - OSSI RMS/Leads Online Pawn interface
Long Description: The is a one-way data exchange where data is imported into the OSSI RMS Pawn database from a designated directory on the Leads Online FTP server. An Import button is provided in the RMS Pawn Shop module to access an interface to select pawn files for import. The interface connects to the Leads Online FTP site and downloads all pending import files to a specified directory on the RMS server. Downloaded files are then deleted from the Leads Online FTP site. The RMS user can select one or more files to process. A pawn ticket record is created in the OSSI RMS Pawn module for each record in the import files. An optional function is provided to candidate the name of the person pawning the item against the RMS master names database.

Agencies wishing to use this interface must contract with Leads Online to make pawn data available on the FTP server for download and obtain the necessary credentials to connect to the Leads Online FTP site. Configuration settings are provided to specify the FTP address, login name and password. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.***

Part Number: RMS-CUST-MOD
Description: Interface to Tyler's Legacy RMS.
Long Description: - Interface to Tyler's Legacy RMS. CAD will create and send a skeleton Record to the Tyler RMS. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.***

Part Number: CAD-CUST-MOD
Description: Interface to Deccan's Live MUM and Wall Map Products.
Long Description: SunGard will develop an interface to Deccan's Live MUM product. SunGard will provide AVL unit locations to the Deccan products. When Deccan's product recommends a unit be moved to a different station and the user accepts this recommendation, Deccan will send this information to SunGard's OSSI CAD. The OSSI CAD will process this unit move transaction in the same way it would if the user performed the move transaction in CAD with the "MOVE" command. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development

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Part Number: RMS-CUST-MOD
Description: Interface to Tyler's Mugshot system
Long Description: An interface with Tyler's mugshot environment to facilitate transfer of mugshot images to the SunGard OSSI RMS environment. Tyler will expose a SQL view containing mutually agreed upon data elements and the mugshot image(s). Before importing images to RMS, the associated name record must be validated to ensure the name does not already exist in RMS. If a name does not exist, a name will be created utilizing data provided by Tyler. Price does not include any pricing Tyler may require for their development. An SOW will be required. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.***

Custom Modifications – Custom Enhancements

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Display non AVL units
Long Description: SunGard will develop the ability to display non-AVL equipped units on the map. These units will only appear on the map at the location of an event once their status is "arrived" or "available on scene". If the unit's status changes to another status other than Arrived or Available on Scene, the unit will disappear from the map. The user will be able to move the non-AVL units on the map by putting the map in a special mode (separate from zoom/info/pan mode) that will allow the user to

drag/drop the non-avl units that are arrived/on-scene. Non-AVL units will display in a different color on the map. This functionality described will apply to non-AVL units only.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Display ETA calculation for dispatched units
Long Description: SunGard will develop an estimated travel time calculation. This calculation will be based on the distance to be travelled along with an approximate speed of travel for a unit. There will be a default speed of travel for all units. In addition, the system administrator will be able to override the default speed of travel for specific units. The estimated travel time will be calculated and displayed for all recommended units on the unit recommendation form. The other place that ETT will be calculated and displayed is when the unit summary information is displayed on the map (separate development item). For non-avl units, their current assigned station location will be used for calculations. The ETT will only be available for geo-verified event addresses.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Requery for Unit recommendation
Long Description: SunGard will develop the ability for the system to automatically re-query the system for appropriate available units that have a lower estimated travel time. The system administrator will be able to configure which nature codes and priority levels the automatic requery should trigger on. The automatic requery would happen until the first unit arrives on scene. The automatic requery will happen at a system administrator defined frequency (ex. every 20 seconds). When a closer unit is found, the system will prompt the dispatcher to swap the two units.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Routing and text to speech directions in MCT
Long Description: SunGard will develop a mobile routing feature that will utilize the local street centerline data on the mobile device. When a mobile unit is dispatched to an event a route will be generated from that unit's current AVL position to the location of the event (requires a geo-validated event address). Text directions can be viewed by clicking a button. The user can click a button to have the Microsoft Text-to-Speech engine read the directions to the user.
Customer will be responsible for providing a properly built street centerline for the purposes of routing. Lines should be properly noded at intersections to denote where turns can be made. Mobile will not provide routing to non-geoverified event addresses.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status
Long Description: SunGard will develop a Cad-2-Cad interface with Austin's TriTech CAD. This interface will utilize the TriTech XML specification for Cad-2-Cad. This interface will support sending a copy of an event automatically based on call type and location, or manually on demand. When the event is created on the remote CAD system a confirmation will be posted to the call notes on the sending CAD system. When new notes are added to a linked call, the notes will be sent to the remote system (dependent on TriTech to support this functionality). Unit AVL and Unit status will be shared on linked events only.

SunGard will add support for AVL and Unit Status information to be exchanged with other OSSI customers via the existing C2C product. Round Rock and Georgetown will be required to purchase the C2C interface and associated services on a separate contract in order for Williamson County to exchange C2C information with them.

SunGard will develop a Cad-2-Cad interface with Cedar Park's Visionair CAD. This interface will utilize the TriTech XML specification for Cad-2-Cad. This interface will support sending a copy of an event automatically based on call type and location, or manually on demand. When the event is created on the remote CAD system a confirmation will be posted to the call notes on the sending CAD system. When new notes are added to a linked call, the notes will be sent to the remote system (dependent on Visionair to support this functionality). Unit AVL and Unit status will be shared on linked events only. This functionality and pricing assumes that Visionair will be willing to develop to the Tritech XML specification for Cad 2 Cad.
Customer will be responsible for establishing a secure and reliable network connectivity (TCP/IP) with each of these 3 agencies.
Some features described here may not be feasible with Tritech (Austin) or Visionair (Cedar Park). SunGard cannot guarantee these other vendors will support all the functionality listed above. Any charges required by Tritech or Visionair will be the responsibility of their respective agencies (Austin/Cedar Park).
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Color Code / Back-light most recent notes to call for service
Long Description: SunGard will develop a system configuration setting (affects all users) that will cause an extra carriage return to be added at the end of each call note item to provide better separation.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Hover over unit on map for information (information to be defined)

Long Description: SunGard currently provides the ability to CTRL+Right Click a unit while the map is in zoom mode, or just Right Click a unit while the map is in info mode. This brings up unit summary window that shows the following data elements: Unit Code, Last AVL location receive date/time, current status, event location (if on an event), names of personnel assigned to unit, closest street address to current unit AVL location. This functionality will be enhanced to also display the nature code of the event the unit is current assigned to. In addition, the estimated travel time from the current location will display if the unit is AVL equipped and they are enroute to a geo-verified event location.
Requires that the Estimated Travel Time feature (separate line item) be developed prior to putting ETT on this unit summary info form.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Limit Rolodex contents by discipline / service
Long Description: SunGard will add a privacy checkbox to the existing phone directory module within CAD. When this checkbox is checked on a record, all phone numbers for that record will be blocked for mobile unit queries and will display as XXX-XXX-XXXX. This privacy field will only affect the phone numbers displayed in mobile phone directory query results.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - See any discipline resource responding to a common call for service on the mobile map as default setting
Long Description: Currently the mobile map can display an AVL snapshot that shows other units of the same service. SunGard will modify this feature to also include any AVL equipped units that are dispatched to the same event (including linked events) regardless of their service.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Parse narrative for keyword and notify responders
Long Description: SunGard will develop the ability for a system administrator to define words/phrases that will trigger a visual and audible alert when a digital dispatch message is received that contains one of these words/phrases. This visual/audible alert will play when the initial digital dispatch is received and when additional dispatch updates are received. Note that when a digital dispatch is sent the first 4 note items are the only ones sent to the mobile. The user has to click the view notes button to request all notes for an event in cases where there are more than 4 notes. Therefore, only the portion of notes sent to the mobile will be eligible for this parsing/alerting.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Tie SOP to nature code and responsible agency
Long Description: SunGard will add a SOP override field at the nature/agency level. If this field is populated, that SOP will be used instead of the SOP specified at the nature level.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Support for cross-manned apparatus
Long Description: SunGard will develop a feature that will allow multiple units to be linked to each other. This linking will denote that the units are participating in a cross manning. When one of these cross manned units is dispatched to an event, the other linked units are automatically put in an out of service status. A CAD or Mobile user will be required to manually put the units back in service.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-CUST-MOD
Description: CAD CUSTOM MODIFICATIONS - Line breaks and modification to narrative text display
Long Description: SunGard will add line breaks to the ProQA summary information. The CAD system will parse the ProQA summary and detect sentences and add line breaks at the end of the sentence so they will list in an easier to read format.
All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Pay Agency & Pay Agency related SunGard Public Sector services

Part Number: HWR-STRA-APP-SAN
Description: Fault Tolerant Application Server
Long Description: Stratus ftServer 4500 (SAN Attached)
- 2-way DMR Intel® Quad-Core Xeon™ 2.00GHz CPU
- Redundant Power Supply
- 8 GB Redundant Memory

- (2) 146GB 15K RPM SAS Disk Drive (Mirrored OS)
- (2) 4Gb 1-port Fibre Channel Adapter for EMC
- (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
- IO Expansion Option for PCI-Express
- Fault-Tolerant ASN Attach Kit
- ftServer Slimline DVD-ROM Drive
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Stratus ftScalable External Disk Array
- (1) ftScalable Storage RAID Shelf
- (1) ftScalable Storage Expansion Shelf
- (24) 146GB 15K RPM SAS Disk Drive (Data Storage)
- ftScalable Storage Configuration Module

Part Number: HWR-STRA-MTC
Description: Stratus Assured Availability Plus
Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2008 Operating System. This is a 1 Year support agreement that is renewed annually.

Part Number: THP-MS-WINSVRENT-INC
Description: Windows Server 2008 Enterprise Edition (Stratus)
Long Description: Windows Server 2008 Enterprise Edition is included in the purchase of a Stratus ftServer. This also includes 25 Windows Server 2008 CALs.

Part Number: TCH-STRA-JSTRT
Description: Implementation Services for Stratus ftServer
Long Description: ftServer JumpStart Installation and Rack Mounting for the Stratus ftServer 4500.
Includes the Stratus Active Upgrade technology.
Includes the ftScalable Storage On-Site Array Configuration Service

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Part Number: HWR-STRA-APP-SAN-AU
Description: Fault Tolerant Application Server
Long Description: Stratus ftServer 4500
- 2-way DMR Intel® Quad-Core Xeon™ 2.0GHz CPU
- Redundant Power Supply
- 8GB Redundant Memory
- (2) 146GB 15K RPM SAS Disk Drive (Mirrored OS)
- (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
- (2) 1-port PCIe Fibre Channel HBA for EMC
- Fault-Tolerant ASN Attach Kit
- DVD-ROM Drive
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Part Number: HWR-STRA-MTC
Description: Stratus Assured Availability Plus
Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2003 Operating System. This is a 1 Year support agreement that is renewed annually.

Part Number: THP-MS-WINSVRENT-INC
Description: Windows Server 2008 Enterprise Edition (Stratus)
Long Description: Windows Server 2008 Enterprise Edition is included in the purchase of a Stratus ftServer. This also includes 25 Windows Server 2008 CALs.

Part Number: TCH-STRA-STND
Description: Implementation Services for Stratus ftServer
Long Description: ftServer Standard Installation and Rack Mounting for the Stratus ftServer.

Part Number: HWR-STRA-MSG
Description: Fault Tolerant Message Switch Server
Long Description: Stratus ftServer 2600
- 1-way DMR Intel® Quad-Core Xeon™ 2.0GHz CPU
- Redundant Power Supply
- 4GB Redundant Memory
- (2) ftServer 146 GB 15K RPM SAS Disk Drive (Mirrored OS/Data)
- (2) ftServer Single port 10/100/1000 Base-T Ethernet PCI Adapter
- IO Expansion Option for PCI-Express
- Advanced ASN Attach Kit (VTM Module)
- ASN Serial Modem
- ftServer slimline CD-ROM
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Part Number: HWR-STRA-MTC-LV
Description: Stratus Assured Availability Plus

Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2003 Operating System. This is a 1 Year support agreement that is renewed annually.

Part Number: THP-MS-WINSVRSTD-INC
Description: Windows Server 2008 Standard Edition (Stratus)
Long Description: Windows Server 2008 Enterprise Edition is included in the purchase of a Stratus ftServer. This also includes 25 Windows Server 2008 CALs.

Part Number: TCH-STRA-STND
Description: Implementation Services for Stratus ftServer
Long Description: ftServer Standard Installation and Rack Mounting for the Stratus ftServer.

Part Number: TCH-INSTALL-SERV
Description: Implementation Services for Application Server
Long Description: SunGard Public Sector's OSSI Implementation Services include:
- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. SunGard Public Sector will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

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- Server Hardware Configuration and initialization
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Part Number: TCH-INSTALL-BKUP
Description: Implementation Services for Data Backup Solution
Long Description: Installation of the Data Backup Solution components.

The Data Backup Solution is to be installed on a customer designated backup server. SunGard Public Sector recommends using a domain controller or a file and print server and not a SunGard Public Sector OSSI Application server.

Part Number: HWR-P&E-HWRKIT
Description: P&E Bar-Coding Kit
Long Description: Property and Evidence Barcode Scanning Soluiton
- (1) Unitech PA500 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500 Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

Part Number: TCH-INSTALL-BRCD
Description: Implementation Services for Bar Coding Hardware
Long Description: Installation and configuration of 20 SunGard Public Sector OSSI Bar Coding Hardware kits.

Part Number: HWR-QMSTR-HWRKIT
Description: Quartermaster Bar-Coding Kit
Long Description: Quartermaster Barcode Scanning Soluiton
- (1) Unitech PA500 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500 Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

Part Number: TCH-INSTALL-BRCD
Description: Implementation Services for Bar Coding Hardware
Long Description: Installation and configuration of 10 SunGard Public Sector OSSI Bar Coding Hardware kits.

Part Number: HWR-SPCTM-GP931-O
Description: Spectracom Centralized Time Solution
Long Description: Spectracom GPS Command Center Package GP931-OCXO
- NetClock/GPS Master Clock 9383

- OCXO Oscillator for GPS Back-up
- GPS Antenna 8225
- Antenna Surge Protector 8226
- Cable to Antenna 100' CAL7100
- TimeView 400 Display Clock 8177
- (2) TimeTaps 8179T
- 100' RS-485 Station Cable CW04100

Part Number: HWR-SPCTM-PTENSE
Description: Spectracom PresenTense Time Synch Software
Long Description: Windows Network Time Management Software. Upgrades and enhances the W32Time Service for Windows 2003/2000/XP PC's. This package combines the following products for organizations on one LAN with unlimited seats: (1) s-ntp-ptc-10 PresenTense Time Client NT site license, (1) s-ntp-lta-02 Lan Time Analyzer unlimited clients, and (1) s-ntp-pts-01 PresenTense Time Server. One license copy is needed per LAN in the same postal address.

Part Number: TCH-INSTALL-NTCLK
Description: Implementation Services for Spectracom NetClock Hardware
Long Description: Services for installation and configuration of the Spectracom NetClock System. The NetClock hardware will be shipped to SunGard Public Sector for initial configuration and then shipped to the Customer for onsite installation. Onsite installation includes administrator training on how to manage the system.

The installation of the NetClock antenna, TimeView Display Clock and cabling are the responsibility of the Customer and are not included in these services.

Part Number: THP-MS-VFP9
Description: Microsoft Visual FoxPro 9.0
Long Description: This program allows modification of existing SunGard Public Sector OSSI applications and databases, including data when necessary. It is a core piece of the SunGard Public Sector OSSI support package.

Part Number: HWR-MGTK-SWIPE1
Description: Magtek MiniWedge Swipe Reader
Long Description: MagTek USB Magstripe Swipe Card Reader for in car MCT use to swipe Operator's License in States that use a mag-stripe system.

Part Number: THP-PAGEGATE
Description: PageGate Network Paging Software
Long Description: PageGate Software is a third party product provided by NotePage, Inc., that allows for multiple paging service providers to be used with SunGard Public Sector's OSSI CAD Paging Module. This package includes a 5,000 users license and the command Line ASCII Front End.

The Customer is responsible for the following:
- Providing a Com Port with modem and a dedicated phone line
- Paging providers must support TAPI protocol
- Obtain paging service from one or more providers
- Obtain the access numbers for sending alpha pages to the different paging providers
- Verifying TAPI protocol support from all page providers
- Build and configure all pagers inside of PageGate
- Build and configure pagers with units in CAD
- Consideration to group paging should be considered to reduce paging time

SunGard Public Sector is not responsible for the warranty or maintenance of this product. The manufacture's warranty applies.

Part Number: TCH-INSTALL-ONSITE
Description: On-Site Installation for Application Servers
Long Description: The SunGard Public Sector Onsite Implementation Services include:
- Final OSSI software application configurations
- Final third party application configurations
- Configuration of hardware on the customers network and domain
- SA Review and training to cover all hardware and software configurations.

This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

Part Number: THP-CRYWOLF-SERV
Description: CryWolf Server License
Long Description: CryWolf alarm billing software server license.

Part Number: THP-CRYWOLF-INST
Description: CryWolf Installation and Training
Long Description: CryWolf alarm billing software installation and training services.

Part Number: THP-CRYWOLF-T&L
Description: CryWolf Travel and Living

Long Description: CryWolf alarm billing software travel and living expenses for installation and training.

Part Number: THP-CRYWOLF-ASP
Description: CryWolf Web ASPX Module License
Long Description: CryWolf alarm billing software server license.

Number of Software Supplements Attached: 3

EXHIBIT 2

Travel Policy (Budget Order) as of September 15, 2009 for Williamson County

For any official, their employee, or the employees or reserve deputies of other departments to received expenses allowances for the above referenced expenses, the funds to be used to pay the reimbursement must have been appropriated by the Commissioner's Court prior to the expenses being incurred.

XXVII. EMPLOYEE RECOGNITION EXPENSES

1. Employee Recognition Expenses should be nominal in nature. These items can be taxable to the employee. In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition. Plaques or Certificates of recognition for service, etc. Plaques or Certificates of recognition for Retirement. The purchase of gift cards or meals are not allowable as they are taxable items. Please refer any questions to the Auditor's Office for clarification of your purchases in this area prior to incurring expense.

XXVIII. NON- REIMBURSABLE EXPENSES

1. The county does not reimburse expenses related to County Government Week or holiday decorations.

2. Coffee, tea and other related items used by employees are not reimbursable expenses.

3. Mileage to and from county functions such as the Christmas party or Employee Appreciation luncheon is not reimbursable.

4. Other non-reimbursable expenses:
   a) alcoholic beverages/tobacco products
   b) personal phone calls
   c) laundry service
   d) valet service
   e) movie rentals
   f) damage to personal clothing
   g) flowers/plants
   h) greeting cards
   i) fines and /or penalties
   j) entertainment, personal clothing, personal sundries and services
   k) transportation to places of entertainment or similar personal activities
   l) up-grades, air, hotel or car rental
   m) auto repairs
   n) baby-sitter fees, kennel costs, pet or house-sitting fees
   o) saunas, massages or exercise facilities
   p) credit card delinquency fees
   q) doctor bills, prescriptions and other medical services
   r) lifetime memberships to any association for any employee or elected official

XXIX. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their

iii) Training
iv) Vehicle Deductible
v) Gasoline
vi) Cell Phones

u) Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was, in the judgment of the Commissioner's Court, unnecessary.

XVII. TRAVEL POLICY

1. The employee shall be responsible for all excess costs and additional travel expense resulting from taking an indirect route or a delayed return trip for personal preference or convenience.

2. No advance travel expenditure will be paid directly to the employee. If an employee pays for an expense in advance, reimbursement will **not** be made until after the trip is taken.

3. Reimbursement for transportation costs will be at the most reasonable means of transport. (i.e.: airline cost will be reimbursed at coach rate)

4. The County will not be responsible for, nor reimburse for additional changes due to personal preference or personal convenience of the individual traveling.

5. The County will not reimburse airfare prices if higher than the cost of mileage reimbursement. County employees may use Lovoi Travel or Accent Travel and charge airfare purchases on the County's air travel account.

6. Additional expenses associated with travel that is extended to save costs (i.e.: a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals) if the trip had not been extended. Documentation will be required to justify the expense.

7. Per Code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d) all expense reimbursement requests must include the following:
a) Date
b) Destination
c) Purpose
d) Name of traveler(s)
e) conference/seminar agenda, or any correspondence that verifies the business purpose of the expense.

8. Each expense reimbursement must have an original signature of the person requesting the reimbursement & the department head approval. The person approving an expense reimbursement should verify the correct budget line item is being charged.

9. A secondary authorization signature on a reimbursement is required if the individual is not an elected official.

10. All expense reimbursements must be **received in the Auditor's office** no more than 60 days after the incurrence of the expense. Any items over the 60 days will be denied reimbursement. The County Judge has the authority to approve requests over 60 days old.

11. The County will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.

12. All expenses except mileage and meals must have a paid receipt. If a receipt cannot be obtained a written statement of the expense from the employee may be substituted for the receipt.

13. The Supreme Court has ruled that the Internal Revenue's ruling that "traveling expenses" incurred "while away from home" which are deductible under Section 162 (a) (2) of the Internal Revenue Code include the cost of meals only if the trip requires sleep or rest. Therefore, all meals not associated with an overnight stay are taxable to employees.

14. All credit card bills paid through Accounts Payable (i.e.: American Express; JP Morgan) must have detailed receipts attached, excluding meal receipts. Meals for day travel should NOT be charged on a county credit card. (See item 13 above) County credit card statements must be approved by someone other than the card holder unless the cardholder is an elected official.

15. Sales tax on goods purchased will not be reimbursed. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. The sales tax exemption form is available in the Financial Center.

16. An employee who loses a required receipt should seek a duplicate. When an acceptable duplicate is unobtainable, the employee should submit a signed affidavit itemizing the expenditure with the expense report.

17. The County will not pay for any late charges incurred on County credit cards. It is the cardholder's obligation to make sure the bill is submitted in a timely manner.

18. The County will hold the individual(s) who made the charges responsible for finance charges and/or late payments due on invoices or credit card payments that are turned in to Accounts Payable late or because the department budget did not have enough funds to process the payment in a timely manner.

19. Employees shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.

20. Any personal expense incurred by employees should be reimbursed to the county. Please attach your check made payable to Williamson County for these charges with your expense reimbursement.

21. Expenses incurred due to an employee or elected official serving on a board or committee of an association related to their county employment will only be reimbursed to the extent that the association does not reimburse the employee. The employee needs to provide documentation of their request for reimbursement from the association and the association's denial of the request.

XVIII. SEMINARS/CONFERENCES

1. A copy of a check in lieu of a paid receipt may be used as the receipt for registration fee/reimbursements.

2. The check must be made payable to the seminar/conference and a copy of the check is required. In addition, a brochure or similar document of the conference indicating the amount of registration fee and the conference agenda must accompany the copy of the check supporting the reimbursement claim.

3. You can request payment directly to the seminar/conference by submitting a check requisition form to the Accounts Payable Department with proper backup documentation. Please note that a check request will take 13-20 days to process once it is received in the Accounts Payable Department.

4. Registration fees, if paid by the employee will not be reimbursed until after the conference or training date.

XIX. TUITION REIMBURSMENT

1. The County may pay for training, including class work, related to obtaining certification directly relevant to County business, as defined by the office or department involved and **pre-approved** by the County Auditor for full time employees. The training/class work must provide the employee with skills and/or knowledge that is specifically applicable to the employee's job description. A copy of the employee's job description and the course description should be submitted with the approval request. The funds for these courses must be available in the appropriate departments training budget. The County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. After completing the course(s) and achieving minimum established grades (C for undergraduate and B for graduate), employees may apply for reimbursement of 100% tuition not to exceed that which would be payable at a state supported college or university located within a 50 mile radius of Williamson County.

XX. OFF SITE STAFF DEVELOPMENT

Off site staff development is a period away from normal activities for study and instruction under a **professional trainer.** These periods away from the office provide a forum to discuss issues and ideas that will aid in running your department.

1. Off site staff development is limited to once a year per department

2. The total cost for offsite staff development should not exceed (per employee) the normal and/or customary cost for an individual employee training expense.

3. Any expense incurred due to attendance at an offsite staff development must follow the guidelines outlined in the Budget Order (ie: meals, lodging, mileage, etc)

4. A list of attendees must be submitted for documentation as required by IRS Publication 463.

XXI. MEALS

1. Reimbursement for meal costs in travel of less that one day is provided solely to offset actual expenses where restaurant meal costs are incurred.

2. Each employee is on their honor to request reimbursement for actual expenses incurred.

3. Meals are reimbursable only for county business trips that are **outside** the county. Exception may be made for Commissioners Court meetings that extend beyond 1:00 p.m.

4. Meal reimbursements are limited to a maximum of $40.00 per day. An employee may claim up to $20.00 for meals when traveling outside the county for day trips. An employee may claim up to $40.00 for meals when traveling outside the county and an overnight stay is necessary or when the employee's work hours extends at least three hours beyond their normal scheduled workday. You will be required to provide documentation of extended work hours.

5. If an overnight stay is **required**, but the stay does not exceed a 50-mile radius outside the county, you may claim an amount up to the $40.00 overnight allowance for your meals, but lodging will not be reimbursed.

6. Meal receipts are not required unless requested by your supervisor or department head or the meal is charged on a county credit card. Meal receipts that are turned in to Accounts Payable will be reimbursed for the actual meal costs.

7. No reimbursement will be made for alcoholic beverages.

8. The IRS has ruled that certain amounts paid to employees for meal expense may be taxable income to the employee. Meals associated with **day travel** are taxable to the employee. These reimbursements will be forwarded to the payroll department to process the expense. Do not charge day travel meals on your county procurement card. You will be required to reimburse the county for these expenses and submit an expense reimbursement request.

9. Employees should only request reimbursement for their own expenses. Any employee who requests reimbursement for a day travel meal for another employee will be charged taxes on the amount requested for both employees.

10. Tips should be reasonable and should be included in the $20.00 or $40.00 meal allowance.

11. Employees whose duties take them to alternate work locations within the county are not reimbursed the lunch meal. It is the employee's own responsibility to make provisions for lunches that are incurred within the county.

12. No meals purchased for entertainment/business purposes will be allowed.

13. Meal reimbursements will be paid for county employees only.

14. Meal reimbursement for an overnight stay must be substantiated with a hotel receipt or a written statement from the employee if non-commercial lodging was obtained.

XXII. LODGING

1. Lodging expenses will be reimbursed only if traveling **beyond** a 50-mile radius of Williamson County. (This means 50 miles beyond the county line. Lodging in Austin will not be reimbursed.)

2. Hotel accommodations require an original itemized hotel folio as a receipt. The lodging receipt should include the name of the motel/hotel, number of occupants and the goods or services for each individual charge such as room rental, food, tax, etc. Credit card receipts by themselves are not acceptable.

3. Individuals will only be reimbursed for a single room rate charge + any applicable tax. If a single room is not available you must provide documentation to justify the expense. You may also be required to provide additional documentation if the room rate appears to be excessive.

4. When lodging is shared by two or more employees the names of the authorized travelers should be noted on the receipt.

5. Each employee should review the room invoice carefully for accuracy upon checking out.

6. Personal telephone charges whether local or long distance are not reimbursed. If you incur telephone charges that are county related, please identify them on your hotel receipt.

7. Government rates, when available should be requested at all times.

XXIII. AIRFARE

1. The county will only incur up to a coach price fare for air travel when required.

2. The county will not be responsible for, nor reimburse for additional changes due to the personal preference or personal convenience of the individual traveling.

3. Airfare may be charged to the County's air travel account that has been established with Lovoi Travel and Accent Travel.

4. Airfare reimbursement will be paid directly to the travel agency, airlines or your county travel card. (i.e.: JP Morgan)

5. Employees who pay for their own airfare tickets will be reimbursed **upon return** from their business trip.

6. Air travel expenses must be supported with the receipt copy of your airline ticket or an itinerary. If tickets are purchased through a web site, please submit a copy of the web page showing the ticket price if no paper ticket is issued.

7. Cancellation penalties may be levied by airlines when a ticket cannot be used. The county could reimburse the employee this cost if the change in travel plan was due to a business related change or a personal emergency. Documentation for the change must be submitted to the County Judge for consideration of payment and is subject to review by the County Auditor per Local Govt. Code 113.064.

8. Should an airline delay necessitate an overnight stay, the employee must first attempt to secure complimentary lodging from the airline. If unsuccessful, the employee should obtain lodging at the most reasonable available rates and the county will reimburse this expense. Documentation for the delay must be submitted.

9. The county will not reimburse employees for tickets purchased with frequent flyer miles.

XXIV. CAR RENTAL

1. Travelers may rent a car at their destination when:
   a) It is less expensive than other transportation modes such as taxis, airport shuttles or public transportation such as buses or subways.
   b) Cars rented should be economy or mid size. Luxury vehicle rentals will not be reimbursed.

2. Rental cars will not be allowed for travel within the county.

3. Employees may rent a car to travel to their business destination outside the county only if the total cost of the rental is less than the mileage reimbursement cost. (Check with Accounts Payable for current rates) Documentation showing the cost comparison between the rental cost and mileage may be required.

4. Many car rental companies charge an exorbitant cost for gasoline if the car is not returned with a full tank. Employees should avoid such unnecessary charges by returning the car with a full tank.

5. The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request.

6. Insurance purchased when renting a vehicle may also be reimbursed.

XXV. PERSONAL CAR USAGE

1. Any county official or employee who is authorized to use their personal vehicle when required to travel on official county business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. Check with the Accounts Payable department for current rates.

2. Mileage will be reimbursed on the basis of the commonly used route.
3. Reimbursement for mileage shall not exceed the cost of a round trip coach airfare. You may be required to provide a cost comparison between mileage and airfare.

4. Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

5. Mileage should be calculated from the employee's regular place of work or their residence, whichever is the **shorter** distance when traveling to a meeting, conference or seminar.

6. When more than one employee travels in the same vehicle, only one person may claim mileage reimbursement.

7. To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report; Per IRS Guidelines.
   a) The purpose of the trip
   b) Date
   c) Location traveled to and from
   d) Number of miles traveled

8. Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement.

9. Toll Tags will be purchased for County vehicles as approved by the County Judge. Some examples of this are for the haul trucks in Road and Bridge and transportation vehicles in Juvenile Services. Contact the County Auditor's Office to assist in setting up these accounts and getting approval of the County Judge. County vehicles with toll tags and those that are exempt may access the toll roads for county business only and not for personal commuting.

10. It is the responsibility of employees to keep track of their own mileage.

11. The officials and employees who are listed in the section entitled "County Vehicles" below, are to be provided with a county vehicle in lieu of mileage.

12. Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, car repairs and collision damage are not reimbursable.

13. Officials using personal vehicles on county business will be subject to a Vehicle Use Policy adopted by the Commissioners' Court.

14. See Addendum – VEHICLE USE POLICY (as updated September 15, 2009)

XXVI. OTHER EXPENSES

1. Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt. If a receipt is unobtainable or is lost, a written statement must be submitted for the expense.

2. Expenses other than meals or mileage require a receipt for reimbursement.

3. Only paid receipts will be reimbursed.

4. A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees.

5. The County will pay for uniforms, per IRS Guidelines, only if the below policy is adhered to:

UNIFORM POLICY

Uniforms for law enforcement and corrections personnel shall be issued subject to policies issued by the relevant elected official.

Uniforms for all other county personnel shall be subject to the following countywide policy:

a. No uniforms shall be issued to any county employee unless the department head has determined that the wearing of a uniform by that employee is a reasonable job requirement. In the case of a department head, the County Judge must make this determination.

b. All uniforms shall be so distinctive as not to be readily adaptable for personal use.

c. The uniform must be worn while on duty at all times required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required, or while on an authorized meal or other break during a work period when the uniform is required. The uniform may not be worn at any other time.

d. All uniforms and other county property shall be promptly returned if the person leaves county employment.

e. No uniform shall be issued to an employee unless they have acknowledged this policy in writing.

f. No funds from the current county budget may be expended for uniforms except in compliance with this policy.

EXHIBIT 3

SUNGARD PUBLIC SECTOR INC. AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE

among

Williamson County, TX
c/o: Williamson County TS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

and

SunGard Public Sector Inc.
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, Williamson County, TX ("**Customer**") and **SunGard Public Sector Inc., ("SunGard Public Sector")** are entering into that certain Software License and Services Agreement to which this Exhibit 3 is attached ("Customer Agreement"); and

Whereas, Customer desires that the following public safety agencies (the "**Accessors**") obtain access to the Software licensed by Customer under the Customer Agreement;

Customer has designated Williamson County Technology Services as the "lead agency" for managing the systems, sub-systems, and modules in this Agreement and shall be the main point of contact for both contract and support issues.

Accessors:

- Williamson County
- Williamson Cities and County Health District
- Bartlett Volunteer Fire Department
- City of Cedar Park
- Coupland Volunteer Fire Department
- Florence Volunteer Fire Department
- Granger Volunteer Fire Department
- Hutto Volunteer Fire Department
- Jarrell Volunteer Fire Department
- Jollyville Volunteer Fire Department
- City of Leander
- Liberty Hill Volunteer Fire Department
- Sam Bass Volunteer Fire Department
- City of Taylor
- Taylor Volunteer Fire Department
- Thrall Volunteer Fire Department
- Weir Volunteer Fire Department
- City of Hutto
- City of Granger
- City of Florence
- City of Liberty Hill
- City of Thrall
- City of Bartlett
- City of Jarrell
- City of Weir

Now therefore, the parties agree as follows:

1. Customer requests that SunGard Public Sector grant, and SunGard Public Sector does grant Customer permission to allow access to Accessed Software by the Accessor(s) under the terms of this Access Agreement ("Access Agreement"). The Accessed Software is as follows:

All Software licensed to Customer

2. SunGard Public Sector shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach.

3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, SunGard Public Sector shall be under no obligation to the Accessor(s) to permit continued access to Accessed Software after such termination of this Access Agreement, but shall agree to license Accessed Software under separate license agreement with the Accessor(s) in such event, provided the Accessor(s) is not in default of any of the provisions of this Access Agreement nor any related Supplements, and provided the Accessor(s) provide a replacement technical environment satisfactory to SunGard Public Sector.

4. Customer understands that Accessor(s) will not be granted access to the Accessed Software unless and until Accessor(s) acknowledge the terms of this Access Agreement and thereby agree that Accessed Software constitutes proprietary information and trade secrets of SunGard Public Sector and will remain the sole property of SunGard Public Sector. The Accessor(s) shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor(s) shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees. Accessor(s) further acknowledges that, in the event of a breach or threatened breach of the provisions of this paragraph, SunGard Public Sector has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Customer shall be the first point of contact for the Accessor(s) for Accessed Software in the event that support services are required by the Accessor(s). Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with SunGard Public Sector for support services.

A

Physical Network Audit

Ensure that your network infrastructure can keep pace with the demands of your business. A physical network audit helps you avoid potential problems, reduce costs and prepare for consolidation. Stratus measures how well your existing infrastructure is working, provides advice on new services and applications and helps you track key resources.

Key Steps and Deliverables

- **Assessment of network topology**
  - A comprehensive initial assessment catalogs your existing network topography and infrastructure elements. During the process we examine:
    - routers, switches, and servers
    - basic security features
    - physical layout and configuration of network components
- **Network inventory documentation**
  - The audit fully documents network design elements and includes a list of your current physical inventory.
- **Recommendations**
  - The findings are summarized and recommendations are made for improving network topography and planning for future growth. These may include:
    - network configuration and optimization
    - implementation of new network-based applications
    - problem identification related to network loads or network-based software
  - Two staff members receive a four-hour knowledge transfer.

Benefits

- **Identifies consolidation and cost-saving opportunities**
  Minimize resource utilization and optimize business processes with new technologies that can help drive down IT infrastructure costs.
- **Reduces risk**
  A thorough network inventory analysis allows you to build on infrastructure strengths and identifies potential focus areas where improvement is needed.
- **Prepares your business for compliance audits**
  A documented inventory of network assets and topography is an essential step in preparing for any compliance audit.

Duration
Based on network size: One to two weeks



Business Process Optimization



Cost Avoidance



Risk Avoidance



Increase Business Resilience

EXHIBIT 5

Optional Pay Agency Items

Optional Pay Agency Items

For a period to expire twelve (12) months from the Execution Date, Customer or Accessor(s) has the option to purchase the Optional Pay Agency items listed below at the fees stated. In the event that Customer or Accessor(s) elects not to license the Optional Pay Agency Items during the election period, this option shall terminate. In the event that Customer or Accessor(s) elects to exercise this option, SunGard Public Sector and Customer or Accessor(s) will enter into a written agreement to provide license of the Optional Pay Agency item and corresponding implementation services (if any) to Customer or Accessor(s).

Qty.	Part #	Optional Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		CAD Application Server			
2	THP-MS-SQLSTDPROC	Microsoft SQL Server 2008 Standard Edition CPU License	$ 8,812.46		
		RMS Application Server			
2	THP-MS-SQLSTDPROC	Microsoft SQL Server 2008 Standard Edition CPU License	8,812.46		
		Message Switch Application Server			
1	THP-MS-SQLSTDPROC	Microsoft SQL Server 2008 Standard Edition CPU License	4,406.23		
		OpCenter Web Application Server			
1	HWR-SERV-INT-R	Internet Application Server	2,560.00		
1	THP-MS-WINSVRSTD	Windows Server 2008 Standard Edition	569.47		
		P2C Web Application Server			
1	HWR-SERV-INT-R	Internet Application Server	2,560.00		
1	THP-MS-WINSVRSTD	Windows Server 2008 Standard Edition	569.47		
		Data Backup Solution			
1	HWR-SERV-DB-R	Data Backup Application Server	4,540.13		
1	THP-MS-WINSVRSTD	Windows Server 2008 Standard Edition	569.47		
1	HWR-BACKUP-RCKLG	Data Backup Kit (Large Site - Rack Mount)	3,826.64		
1	THP-SYM-BKPEXEC	Symantec Backup Exec™ 12 for Windows Servers w/1yr Combo	622.87		
5	THP-SYM-BKAGT	Symantec Backup Exec™ 12 Agent for Windows Systems with first year	1,862.35		
1	THP-SYM-MEDIA	Symantec Backup Exec™ 12 and Agents Media Kit	33.22		
		Server Rack			
1	HWR-SERV-RACKLG	Standard Server Rack	3,580.00		
		AVL Hardware Solution			
150	HWR-ARLNK-PKG-VZN	Airlink Pinpoint GPS Bundle for Verizon (Serial)	159,834.00		
		Mobile Printing Solution			
110	HWR-PNTX-KIT-USB	Pentax Printer Bundle - USB	44,000.00		
		Third Party Hardware, Software and Services			
175	THP-MS-VIS07	Microsoft Visio 2007 Standard Edition	28,313.25		
		DECCAN International*			
1	HWR-CUSTOM	DECCAN LiveMUM Software	72,202.00		
1	HWR-CUSTOM	DECCAN LiveMUM WallMap Software	23,400.00		
		Fire Records Management Software Solution			
1	THP-FIREHOUSE-SOFT	FIREHOUSE Fire Records Management Software	136,250.00		
1	THP-FIREHOUSE-SUPP	FIREHOUSE Software Annual Support			25,060.00
1	THP-FIREHOUSE-TRN	FIREHOUSE Software Training and Installation Services		50,000.00	
1	THP-FIREHOUSE-CREDIT	FIREHOUSE Credits for Prior Purchases	(16,585.00)		
		Optionals Pay Agency Products Totals	**$490,739.02**	**$ 50,000.00**	**$ 25,060.00**

*Subject to SunGard Public Sector completing a negotiated reseller agreement with Vendor.
**Quantities shown are for illustration only. Per unit pricing for actual quantities ordered will be the calculated fractional amount based on the quantity/pricing shown.

Long Descriptions:

Part Number: THP-MS-SQLSTDPROC
Description: Microsoft SQL Server 2008 Standard Edition CPU License
Long Description: Microsoft`s SQL Server 2008 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: THP-MS-SQLSTDPROC
Description: Microsoft SQL Server 2008 Standard Edition CPU License
Long Description: Microsoft`s SQL Server 2008 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: THP-MS-SQLSTDPROC
Description: Microsoft SQL Server 2008 Standard Edition CPU License
Long Description: Microsoft's SQL Server 2008 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: HWR-SERV-INT-R
Description: Internet Application Server
Long Description: Dell PowerEdge R300 (Rack Design)
- (1) Intel® Quad Core Xeon® X3323, 2.5GHz, 2x3M Cache, 1333MHz FSB
- 2GB DDR2 667MHz (2x1GB), Single Ranked DIMMs
- SAS6iR Integrated Controller Card
- (2) 73GB 15K RPM SAS Hard Drive (RAID 1)
- Dual On-Board NICs
- 24X IDE CD-RW/DVD ROM Drive
- Rack Chassis w/Rapid Rails
- Rack Bezel
- Single Power Supply w/cord.
- 3 Year 7x24 ProSupport for IT 4HR Onsite Pack

Part Number: THP-MS-WINSVRSTD
Description: Windows Server 2008 Standard Edition
Long Description: Microsoft Windows Server 2008 Standard Edition server license.
Includes right to downgrade to Windows Server 2003, if necessary.

Part Number: HWR-SERV-INT-R
Description: Internet Application Server
Long Description: Dell PowerEdge R300 (Rack Design)
- (1) Intel® Quad Core Xeon® X3323, 2.5GHz, 2x3M Cache, 1333MHz FSB
- 2GB DDR2 667MHz (2x1GB), Single Ranked DIMMs
- SAS6iR Integrated Controller Card
- (2) 73GB 15K RPM SAS Hard Drive (RAID 1)
- Dual On-Board NICs
- 24X IDE CD-RW/DVD ROM Drive
- Rack Chassis w/Rapid Rails
- Rack Bezel
- Single Power Supply w/cord.
- 3 Year 7x24 ProSupport for IT 4HR Onsite Pack

Part Number: THP-MS-WINSVRSTD
Description: Windows Server 2008 Standard Edition
Long Description: Microsoft Windows Server 2008 Standard Edition server license.
Includes right to downgrade to Windows Server 2003, if necessary.

Part Number: HWR-SERV-DB-R
Description: Data Backup Application Server
Long Description: Dell PowerEdge PowerEdge R610 (Rack Design)
- (2) Intel® Xeon® E5520, 2.26Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
- 4GB Memory (4x1GB), 1066MHz Single Ranked UDIMMs for 2 Processors, Adv ECC
- PERC 6/i Integrated
- Chassis for Up to Six 2.5-Inch Hard Drives
- (5) 146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive (RAID 5)
- Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC
- Energy Smart Power Supply, Redundant, 570W
- 2x NEMA 5-15P-C14 Wall Plug,125V,15A,10 Ft. Power Cords for Redundant PSUs
- iDRAC6 Express
- DVD ROM, SATA, Internal
- Sliding Ready Rails With Cable Management Arm
- Rack Bezel
- 3 Year ProSupport for IT 4HR 7x24 Onsite: Non Mission Critical

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Part Number: THP-MS-WINSVRSTD
Description: Windows Server 2008 Standard Edition
Long Description: Microsoft Windows Server 2008 Standard Edition server license.
Includes right to downgrade to Windows Server 2003, if necessary.

Part Number: HWR-BACKUP-RCKLG
Description: Data Backup Kit (Large Site - Rack Mount)
Long Description: PV114X, LTO4-120 Tape Rack Enclosure, 1 SAS Drive Rack Mount TBU
Dual Ported PCI-Express SAS 5/E HBA with 4M SAS cable
Rapid Rails for Dell Rack
(1) LTO4-120 800GB/1.6TB Tape Media 10 Pack
(1) LTO-4 Cleaning Cartridge

3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite

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Part Number: THP-SYM-BKPEXEC
Description: Symantec Backup Exec™ 12 for Windows Servers w/1yr Combo
Long Description: Base data backup and recovery software. Provides centralized administration and managment of backup and recovery functions for the entire network.

Part Number: THP-SYM-BKAGT
Description: Symantec Backup Exec™ 12 Agent for Windows Systems with first year of support.
Long Description: Backup Agent for Windows Systems
- Optimizes data transfers for 32- and 64-bit remote Windows servers for faster backups
- Protects open files on local or remote servers while in use
- Automates server disaster recovery for local and remote tape-based environments to quickly get your business back on track.
- Provides continuous disk-based protection, with point-in-time snapshots, while eliminating file server backup windows

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Part Number: THP-SYM-MEDIA
Description: Symantec Backup Exec™ 12 and Agents Media Kit
Long Description: Media Kit for VERITAS Backup Exec 12 software and its agents.

Part Number: HWR-SERV-RACKLG
Description: Standard Server Rack
Long Description: Dell PowerEdge 4220
- 42U Rack with Doors and Side Panels
- 8 Port Keyboard/Video/Mouse Analog Switch
- (8) USB Server Interface Pod
- (2) 16Amp, Power Distribution Unit 208V
- 1U KMM Console with Touchpad Keyboard and 17 LCD,Rapid Rails
- Inside Delivery Service for Dell PowerEdge Rack System
- 42U Rack Installation
- 3Yrs Parts Delivery (Next Business Day)

Part Number: HWR-ARLNK-PKG-VZN
Description: Airlink Pinpoint GPS Bundle for Verizon (Serial) Long Description: Airlink Pinpoint GPS bundle with built-in CDMA modem. Package includes:
- Airlink Pinpoint with GPS & serial interface
- Dual-Band Antenna
- Mounting bracket
- 6' Serial cable
- 1 Year Parts and Labor warranty

Unless otherwise specified, installation services for mobile hardware is not included in this price.

Part Number: HWR-PNTX-KIT-USB
Description: Pentax Printer Bundle - USB
Long Description: Pentax PJ3 USB Printer Bundle
- (1) Pentax PocketJet 3 Engine
- (1) Pentax PocketJet Mount and MT
- (1) Pentax DC Car Adapter
- (1) 10' MiniUSB Cable

Unless otherwise noted, the customer is responsible for the installation of the Pentax Printer Bundle. Installation is not included in the quoted price.

Part Number: THP-MS-VIS07
Description: Microsoft Visio 2007 Standard Edition
Long Description: Visio 2007 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the OSSI Accident Wizard.

Part Number: THP-FIREHOUSE-SOFT
Description: FIREHOUSE Fire Records Management Software
Long Description: ACS FIREHOUSE Fire Records Management Software. See attached quote for details.

Part Number: THP-FIREHOUSE-SUPP
Description: FIREHOUSE Software Annual Support
Long Description: ACS FIREHOUSE Fire Records Management Software Annual Support. See attached quote for details.

Part Number: THP-FIREHOUSE-TRN
Description: FIREHOUSE Software Training and Installation Services
Long Description: ACS FIREHOUSE Fire Records Management Software Installation and Training. See attached quote for details.

Part Number: THP-FIREHOUSE-CREDIT
Description: FIREHOUSE Credits for Prior Purchases

Long Description: ACS FIREHOUSE Fire Records Management Software Prior User Credit. See attached quote for details.

Part Number: HWR-CUSTOM
Description: DECCAN LiveMUM Software
Long Description: DECCAN International. See attached quote for details.

Total Price for LiveMUM
(Includes Configuration, Project Management, Installation, and up to 6 Licenses per communications center, Training, Interface cost, and Maintenance cost for year 1).

Live Move-Up Module (LiveMUM) is a software tool that interfaces with a live CAD system to display to Communications Center dispatchers current coverage in real time and offer move-up recommendations based on various criteria (business rules and/or operational procedures) set by the Communication Center.

Part Number: HWR-CUSTOM
Description: DECCAN LiveMUM WallMap Software
Long Description: DECCAN International. See attached quote for details.

Total Price for LiveMUM Wall Map Feature
(Includes Configuration, Project Management, Installation, 1 Licenses per communications center, and Maintenance cost for year 1).

The LiveMUM WallMap application is an add-on to LiveMUM that displays realtime current coverage display for up to four capabilities simultaneously. These capabilities can be modified on-the-fly so the Client can focus on one, two, three, or four capabilities at any given time. A complete configuration may include well over four primary capabilities that can be turned on or off as well.

The WallMap application can contain the same configuration as the regular LiveMUM application or a special customized data set independent of the standard configuration. For instance, the WallMap may be configured to only focus on select capabilities for specific regions of the Client's county/city where the regular LiveMUM configuration can provide coverage display of the entire county/city.

The LiveMUM WallMap is ideal for display on flat screen televisions, monitors, or by using a projector device. It can be a quick and easy real-time reference tool for all agency individuals to see from any location in the dispatch center.

Number of Software Supplements Attached: 3

EXHIBIT 5

Optional Component System Items

Optional Component System Items

For a period to expire twelve (12) months from the Execution Date, Customer has the option to purchase the Optional Component System items listed below at the fees stated. In the event that Customer elects not to license the Optional Component System Items during the election period, this option shall terminate. In the event that Customer elects to exercise this option, SunGard Public Sector and Customer will enter into a written agreement to provide licensing of the Optional Component System Items and corresponding implementation services (if any) to Customer.

	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-T6	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 6	$ 92,950.00
12	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	70,200.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	7,500.00
18	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	63,000.00
1	CAD-E911	E911 INTERFACE MODULE	6,500.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,500.00
19	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	26,600.00
21	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	31,500.00
1	CAD-PQA-LAW	LAW PROQA INTERFACE	7,500.00
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE	7,500.00
1	CAD-PQA-FIR	FIRE PROQA INTERFACE	7,500.00
1	CAD-INT-PG	SUNGARD OSSI`S INTERFACE TO PAGEGATE	1,000.00
1	CAD-RS	CAD ROSTER MODULE	6,500.00
1	CAD-TDD	ZETRON MODEL 3030 TDD INTERFACE	5,500.00
1	CAD-CAPLUS-T6	CRIME ANALYSIS PLUS	22,500.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	7,500.00
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	6,500.00
1	CAD-INT-EMSCH	EMS CHARTS INTERFACE	7,500.00
1	CAD-C2C	CAD 2 CAD	7,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	5,500.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
		Mobile Data Computing System	
1	MCT-BMS-T11	BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.	76,850.00
450	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	164,250.00
450	MCT-MAP	MCT CLIENT - MAPS MCT Licenses are required to purchase this product.	33,300.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE Required for AVL capability.	35,000.00
600	MCT-AVL-CLIENT	MCT CLIENT - AVL - 600 with MCT	33,000.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR.	20,000.00
		continued on next page	

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		Records Management System	
1	RMS-BASE-SITE	SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the approriate number of licenses needed for their agency	127,750.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING - SITE	0.00
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE - SITE	7,500.00
1	RMS-P&E-SITE	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	20,000.00
1	RMS-DOCSCAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	10,000.00
1	RMS-BAR HOST-SITE	BAR CODING SERVER LICENSE - SITE LICENSE Required for Bar Code capability	9,500.00
6	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	9,570.00
1	RMS-LINK-T6	LINK ANALYSIS MODULE - SITE	35,000.00
1	RMS-MAP-SITE	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE Required for RMS	20,000.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE	5,500.00
1	RMS-CFS-SITE	CALLS FOR SERVICE MODULE SITE LICENSE	7,500.00
1	RMS-NTF-SITE	NOTIFICATION MODULE - SITE LICENSE	22,500.00
1	RMS-ACCIDENT-SITE	BASIC ACCIDENT MODULE - SITE LICENSE	8,500.00
1	RMS-QTRMSTR-SITE	QUARTERMASTER MODULE - SITE LICENSE	20,000.00
1	JMS-MS DISPLAY-SITE	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	30,000.00
1	RMS-RPRF	RACIAL PROFILING MODULE - SITE LICENSE	5,000.00
1	RMS-SOFF	SEX OFFENDER MODULE - SITE LICENSE	15,000.00
1	RMS-RL- SITE	REMOTE LINEUP APPLICATION - SITE LICENSE	12,500.00
1	RMS-ANIMAL	ANIMAL CONTROL MODULE - SITE LICENSE	7,500.00
1	RMS-CA	CRIME ANALYSIS MODULE - SITE LICENSE	12,500.00
1	RMS-GANG	GANG TRACKING MODULE - SITE LICENSE	7,500.00
1	RMS-TRAIN-SITE	TRAINING MODULE - SITE LICENSE	12,500.00
1	RMS-RSW-SITE	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	7,500.00
1	RMS-ASSET-SITE	ASSET MANAGEMENT MODULE SITE LICENSE	8,500.00
1	RMS-CANINE	CANINE TRACKING MODULE - SITE LICENSE	5,500.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00
1	RMS-CIVIL-SITE	CIVIL PROCESSING MODULE - SITE LICENSE	26,000.00
1	RMS-PS-SITE	PAWN SHOP/PAWN WATCH - SITE LICENSE	12,500.00
1	RMS-GENPERM-SITE	GENERIC PERMIT MODULE - SITE LICENSE	8,500.00
		continued on next page	

		continued from previous page	
		Mobile - Field Based Reporting	
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE Required for MFR Accidents	5,000.00
175	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes. MS Visio is required. Quoted in the Hardware/System Services quote.	15,750.00
175	MCT-MFR-CITATION	MFR CLIENT - CITATION	53,375.00
175	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	53,375.00
250	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	24,250.00
250	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	121,250.00
1	MCT-MFR-REV-T11	REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS	35,000.00
350	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.	63,280.00
50	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	20,000.00
		Web Based Applications	
1	INT-OPSCAD	OPS CAD	25,000.00
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-P2C	POLICE 2 CITIZEN	15,000.00
		TicketWriter	
1	MCT-CLIENT-PDA	MCT CLIENT - PDA	500.00
60	MCT-MFR-HH-CIT	MFR CLIENT - HANDHELD CITATION MODULE	30,000.00

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any public safety organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other public safety agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of Customer public safety employees or personnel, the term "User" shall mean only that quantity of Customer public safety employees or personnel employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:;

i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.

ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and software utilities for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.

b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.

d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.

e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate ***solely to other law enforcement personnel*** the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Williamson County, TX

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SunGard Public Sector

BY: _____

PRINT NAME AND TITLE: Ronald E. Goodrow
Exec.VP, SunGard Public Sector Inc

DATE SIGNED: 3/23/10

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information), 9 (Indemnities by SunGard Public Sector) and 11 through 27, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, et al, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter. The parties will cooperate with one another in order to adjust each Contract Year so that it coincides with the Customer's Fiscal Year, which begins October 1st and ends September 30th. If necessary, the fees may be pro-rated to adjust to the Contract Year. Notwithstanding anything to the contrary, the initial Contract Year shall commence upon the Execution Date and continue through June 30, 2011. The second Contract Year shall commence on July 1, 2011 and continue through September 30, 2012.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a

full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

"Priority Four Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1. Subject to Customer's payment of the requisite maintenance fees therefor, SunGard Public Sector will provide Maintenance services during the term of this Agreement so that the SunGard Public Sector-provided Enhancements, Customizations, or general release Baseline upgrades are compatible with the then-current version of the SunGard Public Sector-proprietary Baseline Component Systems licensed to Customer under the License Agreement and maintained under this Agreement.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the Current Annual Maintenance amount (prorated to a fifteen (15) month period for the second Contract Year). For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees not to exceed 5% annually for the first five (5) Contract Years of this Agreement. Fees for Improvements for a Baseline Component System/Custom Modifications are due in accordance with the terms set forth in Exhibit 1.

(b) Additional Costs. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the then-current Williamson County Budget Order, as set forth in Exhibit 2 of the License Agreement. SunGard Public Sector's travel and living expenses will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses incurred in connection with this Agreement shall be identified separately and described in each invoice for payment.

(c) Taxes. To the extent that Customer is not exempt, Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement,

the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer's payment for goods, expenses and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from Customer's receipt of invoice. Interest charges for any late payments shall be paid by Customer 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 Customer'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 good faith 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, Customer shall pay to SunGard Public Sector, as due, the portion of the invoice that is correct and/or complete, and promptly notify SunGard Public Sector of the portion of the invoice that contains any such discrepancy and/or incompleteness. Following Customer's notification of any discrepancy as to an invoice, SunGard Public Sector will use commercially reasonable efforts to resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Customer. Customer shall pay the remaining portion of the invoice, such that the invoice will be paid in full within thirty (30) days from Customer's receipt of the corrected or revised invoice. Customer's non-payment of the portion 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 date of Customer's receipt of the corrected or revised invoice.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for a second Contract Year consisting of fifteen (15) months unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. SunGard Public Sector warrants that the services provided herein will be performed in a professional and workmanlike manner and that if the unmodified Component System, in whole or in part, is replaced or upgraded by SunGard Public Sector with replacement or upgraded general release software components to correct Defects, or as an Enhancement, SunGard Public Sector warrants that the Component System, as so upgraded, shall operate with the rest of the unmodified, general release Component System of the same release without any loss of functionality of the rest of the unmodified, general release Component System of the same release. With the exception of the foregoing sentence, Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. **Termination.**

(a) Termination For Material Breach. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

(b) Termination for Convenience. Provided that all Improvement Fees for the Contract Year are paid in full, the Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to SunGard Public Sector. In the event of such termination, it is understood and agreed that the amounts due to SunGard Public Sector for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

(c) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL AND DIRECT DAMAGES THAT ARE INCURRED BY CUSTOMER AS THE RESULT OF THE ACTS OR OMISSIONS OF SUNGARD PUBLIC SECTOR, NOT TO EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **Williamson County, TX**

Initial CONTRACT YEAR: Execution Date to June 30, 2011.

Second CONTRACT YEAR: Commencing July 1, 2011 and continuing for a period of fifteen (15) months thereafter.

Subsequent CONTRACT YEAR(s): October 1, 2011 (or anniversary thereafter) through one year thereafter

Improvements for the initial Contract Year are provided at no charge. The Current Annual Maintenance amount in the table below represents the current annual Improvement fee basis for a twelve (12) month period, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 5, Term.

Qty	Part #	Component System	Current Annual Maintenace*	Support Type
		Computer Aided Dispatch		
1	CAD-T6	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 6	$ 16,731.00	7x24
12	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	12,636.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	1,350.00	7x24
18	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	11,340.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	1,170.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	810.00	7x24
19	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	4,788.00	7x24
21	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	5,670.00	7x24
1	CAD-PQA-LAW	LAW PROQA INTERFACE	1,350.00	7x24
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE	1,350.00	7x24
1	CAD-PQA-FIR	FIRE PROQA INTERFACE	1,350.00	7x24
1	CAD-INT-PG	SUNGARD OSSI`S INTERFACE TO PAGEGATE	180.00	7x24
1	CAD-RS	CAD ROSTER MODULE	1,170.00	7x24
1	CAD-TDD	ZETRON MODEL 3030 TDD INTERFACE	990.00	7x24
1	CAD-CAPLUS-T6	CRIME ANALYSIS PLUS	4,050.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	1,350.00	7x24
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	1,170.00	7x24
1	CAD-INT-EMSCH	EMS CHARTS INTERFACE	1,350.00	7x24
1	CAD-C2C	CAD 2 CAD	1,260.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
		Mobile Data Computing System		
1	MCT-BMS-T11	BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.	13,833.00	7x24
450	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	26,280.00	5x8
450	MCT-MAP	MCT CLIENT - MAPS MCT Licenses are required to purchase this product.	5,328.00	5x8
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE Required for AVL capability.	6,300.00	7x24
600	MCT-AVL-CLIENT	MCT CLIENT - AVL - 600 with MCT	5,280.00	5x8
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR.	3,600.00	7x24
		continued on next page		

		continued from previous page		
		Records Management System		
1	RMS-BASE-SITE	SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County If another agency joins the Williamson County system after contract execution they would need to purchase the approriate number of licenses needed for their agency	20,440.00	5x8
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING - SITE	0.00	5x8
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE - SITE	1,200.00	5x8
1	RMS-P&E-SITE	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	3,200.00	5x8
1	RMS-DOCSCAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	1,600.00	5x8
1	RMS-BAR HOST-SITE	BAR CODING SERVER LICENSE - SITE LICENSE Required for Bar Code capability	1,520.00	5x8
6	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,531.00	5x8
1	RMS-LINK-T6	LINK ANALYSIS MODULE - SITE	5,600.00	5x8
1	RMS-MAP-SITE	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE Required for RMS	3,200.00	5x8
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE	880.00	5x8
1	RMS-CFS-SITE	CALLS FOR SERVICE MODULE SITE LICENSE	1,200.00	5x8
1	RMS-NTF-SITE	NOTIFICATION MODULE - SITE LICENSE	3,600.00	5x8
1	RMS-ACCIDENT-SITE	BASIC ACCIDENT MODULE - SITE LICENSE	1,360.00	5x8
1	RMS-QTRMSTR-SITE	QUARTERMASTER MODULE - SITE LICENSE	3,200.00	5x8
1	JMS-MS DISPLAY-SITE	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	4,800.00	5x8
1	RMS-RPRF	RACIAL PROFILING MODULE - SITE LICENSE	800.00	5x8
1	RMS-SOFF	SEX OFFENDER MODULE - SITE LICENSE	2,400.00	5x8
1	RMS-RL- SITE	REMOTE LINEUP APPLICATION - SITE LICENSE	2,000.00	5x8
1	RMS-ANIMAL	ANIMAL CONTROL MODULE - SITE LICENSE	1,200.00	5x8
1	RMS-CA	CRIME ANALYSIS MODULE - SITE LICENSE	2,000.00	5x8
1	RMS-GANG	GANG TRACKING MODULE - SITE LICENSE	1,200.00	5x8
1	RMS-TRAIN-SITE	TRAINING MODULE - SITE LICENSE	2,000.00	5x8
1	RMS-RSW-SITE	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	1,200.00	5x8
1	RMS-ASSET-SITE	ASSET MANAGEMENT MODULE SITE LICENSE	1,360.00	5x8
1	RMS-CANINE	CANINE TRACKING MODULE - SITE LICENSE	880.00	5x8
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	2,800.00	5x8
1	RMS-CIVIL-SITE	CIVIL PROCESSING MODULE - SITE LICENSE	4,160.00	5x8
1	RMS-PS-SITE	PAWN SHOP/PAWN WATCH - SITE LICENSE	2,000.00	5x8
1	RMS-GENPERM-SITE	GENERIC PERMIT MODULE - SITE LICENSE	1,360.00	5x8
		continued on next page		

		continued from previous page		
		Mobile - Field Based Reporting		
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE Required for MFR Accidents	900.00	7x24
175	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes MS Visio is required. Quoted in the Hardware/System Services quote.	2,520.00	5x8
175	MCT-MFR-CITATION	MFR CLIENT - CITATION	8,540.00	5x8
175	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	8,540.00	5x8
250	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	3,880.00	5x8
250	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	19,400.00	5x8
1	MCT-MFR-REV-T11	REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS	6,300.00	7x24
350	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.	11,390.00	7x24
50	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	3,200.00	5x8
		Web Based Applications		
1	INT-OPSCAD	OPS CAD	4,000.00	5x8
1	INT-OPSRMS	OPS RMS	4,000.00	5x8
1	INT-P2C	POLICE 2 CITIZEN	2,400.00	5x8
		CURRENT ANNUAL MAINTENANCE AMOUNT	**$ 288,137.00**	

Qty	Part #	Custom Modifications	Current Annual Maintenance*	Support Type
		Standard Interfaces		
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to Tyler Systems' Odyssey Court System.	$ 1,200.00	5x8
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to eDocs Application	1,200.00	5x8
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler Systems' Jail Mgmt System.	1,200.00	5x8
1	RMS-CUST-MOD	RMS CUSTOM MOD -The OSSI RMS/Leads Online Pawn interface	0.00	n/a
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Tyler's Legacy RMS.	1,440.00	7x24
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Deccan's Live MUM and Wall Map Products.	3,600.00	7x24
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler's Mugshot system	1,600.00	5x8
		Custom Enhancement		
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status	7,200.00	7x24
		CURRENT ANNUAL MAINTENANCE AMOUNT	**$ 17,440.00**	

*See payment schedule below for 15 month period after expiration of the initial Contract Year.

SunGard Public Sector will invoice Customer as follows:

$76,394.00 due on October 1, 2011
$152,788 due on October 1, 2011
$152,788 due on July 1, 2012

Thereafter, thirty (30) days prior to Oct 1st of each year, SunGard Public Sector will invoice one-half (1/2) of the annual Improvements fees due and the remaining one-half (1/2) of the Improvements fees will be invoiced thirty (30) days prior to July 1st. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice, however, any such change shall not exceed five percent (5%) annually for the first five (5) Contract Years of this Agreement.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** As indicated in the "Support Type" column in Exhibit 1. "7x24" means Seven (7) days per week, 24 hours per day. "5x11" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays.

II. **Targeted Response Times**. With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour (that is, based upon whether SunGard Public Sector provides 7x24 or 5x11 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

Priority One Calls – one (1) hour or less.

Priority Two Calls - two (2) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

SOFTWARE ESCROW AGREEMENT

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that Williamson County, Texas is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective December 29, 2004 with IMIPM as the escrow agent and SunGard Public Sector Inc. as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement. Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name	Deposit Account Number
SunGard Public Sector Inc.	26504

Notices and communications to Preferred Beneficiary should be addressed to:

Company Name: Williamson County, Texas, c/o Williamson County ITS

Address: 301 S.E. Inner Loop Rd., Suite 105
Georgetown, TX 78626

Designated Contact: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Williamson County, TX

Preferred Beneficiary

By: _____

Name: _____

Title: _____

Date: _____

IMIPM

By: _____

Name: _____

Title: _____

Date: _____

Invoices should be addressed to:

_____

_____

_____

_____

Contact: _____

P.O.#, if required: _____

SunGard Public Sector Inc.
Depositor

By: _____

Name: Ronald E. Goodrow

Title: Exec.VP, SunGard Public Sector Inc

Date: 3/23/10

HD-5 PROPANE MOTOR FUEL FOR WILLIAMSON COUNTY FLEET SERVICES

Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Mike Fox
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of April 20, 2010 at 2:00pm in the Purchasing Department to receive bids for HD-5 PROPANE MOTOR FUEL FOR WILLIAMSON COUNTY FLEET SERVICES, bid number 10WC808.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter	Started On: 03/22/2010 01:20 PM
Final Approval Date: 03/23/2010	

HAZARDOUS MATERIALS RESPONSE UNIT TRAILER
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Marty Herrin
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of April 21, 2010 at 11:00am in the Purchasing Department to receive bids for HAZARDOUS MATERIALS RESPONSE UNIT TRAILER, bid number 10WC806.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter	Started On: 03/22/2010 01:24 PM
Final Approval Date: 03/23/2010	

Indigent Health, B/A, 3/30/10
Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Indigent Healthcare:

Background

Medical expenditures for WilCo Care in the current fiscal year greatly exceed projections. During the first five months of the state fiscal year 2010, $3,192,074.00 was paid for medical services, 3.6% of the General Revenue Tax levy (GRTL). At this rate, expenditures could, for the first time, reach or exceed the 8% GRTL. This budget amendment anticipates what will be needed for the remainder of this fiscal year. Further information will be forwarded to each of you prior to Commissioners' Court. Please contact Bride Roberts with the Health District or Julie Kiley of the Auditor's Office if you have any questions.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0630.000346	Transfer to UPL	$155,644.00	01
	0100.0630.004905	Payment for Indigents	$4,284,140.00	02

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 03/25/2010 10:54 AM
Final Approval Date: 03/25/2010

Proposed or Potential Purchase Or Lease of Real Property By The County For Facilities, or Sale of County Owned Property

Commissioners Court - Regular Session

Date: 03/30/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

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

1) Proposed or potential purchase or lease of property by the County

• Possible purchase of property for County facility or facilities location

2) Proposed or potential purchase, lease or exchange of County-owned property

• Possible sale of County real property

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: 03/25/2010 09:23 AM
Final Approval Date: 03/25/2010

Discuss Real Estate Matters
Commissioners Court - Regular Session

Date:	03/30/2010
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 O'Connor Boulevard and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

f) Discuss proposed acquisition of property for proposed SH 29 project.

g) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

h) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

i) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

j) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

k) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 03/25/2010 09:45 AM
Final Approval Date: 03/25/2010	

Consultation with Attorney regarding Pending or Potential Claims and Litigation or other confidential attorney-client matters

Commissioners Court - Regular Session

Date: 03/30/2010
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 and/or other confidential attorney-client matters, including contracts (discussion and possible action)

__ Status Update-Pending Cases or Claims

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: 03/25/2010 09:27 AM
Final Approval Date: 03/25/2010