

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 15TH, 2010
8:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in special session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

REGULAR AGENDA

1. Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison, County Commissioners; In the District Court, Williamson County, Texas, 368th Judicial District.

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)."

2. 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); including the following:

Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison, County Commissioners; In the District Court, Williamson County, Texas, 368th Judicial District.

3. Discuss and take appropriate action on pending or contemplated litigation.
4. 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.

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 19TH, 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 – 9)

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-0551-005740	Computer Equipment	\$771.62	1
To	100-0551-003011	Computer Software	\$771.62	2

6. Discuss and consider approving line item transfer for County Clerk Records Management.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

From	0385-0385-005740	Computer Equipment over \$5000	10908.00	
To	0385-0385-003010	Computer Equipment under \$5000	10908.00	
From	0385-0385-005741	Computer Software over \$5000	5150.00	
To	0385-0385-003011	Computer Software under \$5000	5150.00	

7. Consider authorizing the transfer of various equipment and vehicles through inter-office transfer and to Auction/Donation/Destruction.
8. Consider approving Justice of the Peace, Pct. #4, September, 2010, monthly report in compliance with code of criminal procedure 103.005(b)
9. Discuss and take action on appointment of Barry Smith to ESD#5 in Jarrell. He will be replacing Ashley Reeves. Term will be November 2010 to November 2012.

REGULAR AGENDA

10. Discuss and take appropriate action on road bond program.
11. Hear the 2010 Construction Summary Report for Road Bond and Pass Through Financing Projects.
12. Discuss and consider approving a revision to Project Construction Manual Section 3, Bid Instructions/Requirements
13. Consider authorizing Agreed Judgement with with Pearl Hanusch. (Haybarn Lane)
14. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Johnson)
15. Consider authorizing County Judge to execute a Possession and Use Agreement with Marion K. Shipman regarding right-of-way on SH 195. (P111)
16. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (American Dream RV's Inc)
17. Consider and take appropriate action on concurrence with Williamson County Conservation Foundation board on issuing determination letter and participation agreement on Highland Six Twenty Residential Ltd., aka Highland Horizon Phase II.
18. Consider and take appropriate action regarding Adopt a Park program.
19. Discuss and take appropriate action on approving the Office of the Attorney General Contact between the AG and Williamson County
20. Discuss and take appropriate action regarding the duties and compensation of the Project Manager for the Public Safety Technology Project.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-583-000507	Transfer to RCS	14,308.80	
To	100-503-001925	Salary Supplement	12,000.00	
To	100-503-002010	FICA	918.00	
To	100-503-002020	Retirement	1,390.80	

21. Discuss and take appropriate action regarding request for one (1) grant funded position in Emergency Management department.
22. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Emergency Management Department

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0000-370507	EMPG Grant Revenue	\$44,995.99	

23. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Emergency Management Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0541-001100	Emerg Mgmt/Salary	\$31,837.30	
	0100-0541-002010	Emerg Mgmt/FICA	\$2,435.55	
	0100-0541-002020	Emerg Mgmt/Retirement	\$3,689.94	
	0100-0541-002030	Emerg Mgmt/Insur	\$7,033.20	

24. Discuss and take appropriate action regarding the 2010 - 2011 Williamson County Wellness Program - "Commit to be Fit" beginning November 1, 2010.
25. Discuss and take appropriate action regarding Williamson County Incentive Pay Plan for FY 2012.
26. Discuss and take appropriate action regarding 7/27/2010 action taken by the Commissioner's Court to approve employment of Steve Mierl and Firm of Cornell, Smith & Mierl, LLP to represent Williamson County regarding General Employment Law Advice and Counsel as matters may arise and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act.
27. Discuss and consider approving change in Election Day polling place for Precinct 266.
28. Discuss and consider approving revisions to the temporary branch polling places for the November 2, 2010 Local Option Election.

- 29.** Discuss and consider approving two additional temporary branch polling places for the November 2, 2010 elections.
- 30.** Discuss and take appropriate action regarding the aftermath of Tropical Storm Hermine.
- 31.** Discuss and take action on out of county residential services contract with Gulf Coast Trade Center
- 32.** Discuss and take action on out of county residential services contract with Hector Garza Residential Treatment Center
- 33.** Discuss and take action on out of county residential services contract with Pathways 3H Wilderness Residential Treatment Center
- 34.** Discuss and take action on out of county residential services contract with Brookhaven Residential Treatment Center
- 35.** Discuss and take action on out of county residential services contract with Rockdale Regional Residential Treatment Center
- 36.** Discuss and take action on out of county residential services contract with Victoria County Residential Treatment Center
- 37.** Discuss and take action on out of county residential services contract with Nueces County Bootcamp Residential Treatment Center
- 38.** Discuss and take action on Bluebonnet Trails MHMR Psychiatric Services Contract
- 39.** Discuss and take action on counseling services contract with Bluebonnet Trails MHMR
- 40.** Discuss and take action on polygraph services contract with Peter J. Heller and Associates
- 41.** Discuss and take action on Spanish Interpreter services contract with Martha Pasiminio
- 42.** Discuss and take action on mental health psychological services contract with Jessica Hernandez
- 43.** Discuss and take action on drug and alcohol counseling contract with Suzanne and Michael Mohr
- 44.** Discuss and take action on substance abuse counseling services contract with Tommy Schmitt
- 45.** Discuss and take action on counseling services contract with Shoal Creek Counseling
- 46.** Discuss and take action on counseling services contract with Central Texas Counseling

47. Consider approving the purchasing cooperative interlocal agreement between Williamson County and the City of Round Rock.
48. Consider authorizing advertising and setting date of November 17, 2010 at 2:00pm in the Purchasing Department to initially receive Qualifications for RE-CERTIFICATION OF ENGINEERING FIRMS FOR 2006 ROAD BOND PROGRAM , RFQ number 10WCRFQ1011.
49. Consider authorizing advertising and setting date of Nov. 9, 2010 to receive bids for Asphalt Mixes Item 7 & 8 for URS. at 2:00 p.m.
50. Consider awarding bids received for Bid # 11WCA035, Uniforms for Law Enforcement Department and Civilian Personnel for the Sheriff's Office, to the lowest and best bidders meeting specifications- complete list filed with official minutes.
51. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Attorney Legislative Supplement paid by the State of Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.001100	Salaries	\$50,320.00	01
	0100.0475.002010	FICA	\$3,849.48	02
	0100.0475.002020	Retirement	\$5,832.09	03
	0100.0475.004902	Co Atty Leg Supp.	\$2,498.43	04

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)."

52. 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 II project from FM 3405 to Reagan Blvd.
- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Northwoods Road District.
- q) Discuss conveyance of University Boulevard right-of-way.
- r) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

53. 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)

- a) Status Update-Pending Cases or Claims
- b) Employment related matters
- c) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison, County Commissioners; In the District Court, Williamson County, Texas, 368th Judicial District.

- 54.** Discuss and take appropriate action on real estate.
- 55.** Discuss and take appropriate action on pending or contemplated litigation.
- 56.** 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.

Discus and consider approving a line item transfer for Constable Pct One Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Robert Woodring, Constable Pct. #1
Submitted For: Robert Chody
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

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

Background

We initially budgeted the cost for software for three laptop computers to be purchased together from one vendor. After further review we discovered purchasing the software separate and from a different vendor would cost less. Therefore to purchase only the software we need to transfer the money to the proper line item.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-0551-005740	Computer Equipment	\$771.62	1
To	100-0551-003011	Computer Software	\$771.62	2

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	10/13/2010 02:38 PM	APRV
4	Budget	Ashlie Koenig	10/13/2010 03:11 PM	APRV

Form Started By: Robert Woodring
 Started On: 10/12/2010 09:03 AM
 Final Approval Date: 10/13/2010

County Clerk RMF over/under \$5000 move Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Nancy Rister, County Clerk
Department: County Clerk
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfer for County Clerk Records Management.

Background

Items have decreased in price to become under \$5000 so the needed move is to accomodate the under/over \$5000 account limits.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0385-0385-005740	Computer Equipment over \$5000	10908.00	
To	0385-0385-003010	Computer Equipment under \$5000	10908.00	
From	0385-0385-005741	Computer Software over \$5000	5150.00	
To	0385-0385-003011	Computer Software under \$5000	5150.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	10/13/2010 02:39 PM	APRV
4	Budget	Ashlie Koenig	10/13/2010 03:12 PM	APRV
Form Started By: Nancy Rister			Started On: 10/12/2010 04:27 PM	
Final Approval Date: 10/13/2010				

Asset Transfers**Commissioners Court - Regular Session**

Date: 10/19/2010
Submitted By: Brenda Fuller, Purchasing
Submitted For: Bob Space
Department: Purchasing
Agenda Category: Consent

Information**Agenda Item**

Consider authorizing the transfer of various equipment and vehicles through inter-office transfer and to Auction/Donation/Destruction.

Background

Consider authorizing the transfer of various equipment and vehicles through inter-office transfer and to Auction/Donation/Destruction.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Form Started By: Brenda Fuller
Started On: 10/14/2010 08:45 AM
Final Approval Date: 10/14/2010

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	Ultrium LTC tape drive	YN1210216416		Non-Working

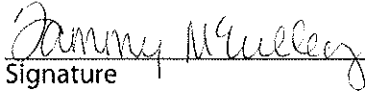
Parties involved:**FROM** (Transferor Department): ITS
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name



October 6, 2010

+1 (512) 943-1455

Signature

Date

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

[Print Form](#)
The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets 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	mouse	H0Z05411		Non-Working

Parties involved:
FROM (Transferor Department): Auditor's Office

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

Julie Kiley

Print Name

Signature

Contact Person:

Michelle McMinn

Print Name

+1 (512) 943-1562

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
18	Hanging Folder Frames legal-size	Oxford #94432		

Parties involved:FROM (Transferor Department): Elections

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Kay Eastes

Print Name

Kay Sparkman / Robert Koschade

Print Name

Kay Eastes

Signature

10-11-10

Date

943-1156

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Tammy McCulley

Print Name

Tammy McCulley

Print Name

Tammy McCulley

Signature

10/11/10

Date

943-1455

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ 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	HP Deskjet 950C printer	MY0501COPD		non-working

Parties involved:**FROM** (Transferor Department): Elections**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**Kay Eastes

Print Name

Kay Sparkman/Robert Koschade

Print Name

Kay Eastes

Signature

10-11-10

Date

943-1156

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Justice of the Peace #4 September, 2010, monthly report Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Bonnie Hilton, J.P. Pct. #4
Department: J.P. Pct. #4
Agenda Category: Consent

Information

Agenda Item

Consider approving Justice of the Peace, Pct. #4, September, 2010, monthly report in compliance with code of criminal procedure 103.005(b)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Sept. Monthly Report](#)

Form Routing/Status

Form Started By: Bonnie Hilton
Started On: 10/06/2010 03:57 PM
Final Approval Date: 10/07/2010

IN COMPLIANCE WITH ARTICLE 1003
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of September, 2010.



JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

1st day of October, 2010 to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



**211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574**

Page No: 1
Date Printed: 9/30/2010
Time Printed: 6:36:49PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11109	09/02/2010	EV100583	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETTDAFFINFRAPPIERTURNER ENGEL,LLP															
11110	09/02/2010	EV100584	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
DENNIS R. WORSHAM															
11111	09/02/2010	JC100075	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11112	09/02/2010	JC100076	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11113	09/02/2010	JC100077	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11114	09/02/2010	JC100078	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11115	09/02/2010	JC100079	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11116	09/02/2010	JC100080	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11117	09/02/2010	JC100080	(25.00)	0.00	0.00	0.00	0.00	0.00	(6.00)	0.00	0.00	0.00	0.00	0.00	(\$31.00)
EDWARD T. BURKE															
11118	09/02/2010	JC100080	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
EDWARD T. BURKE															
11119	09/02/2010	EV100433	0.00	0.00	3.25	0.00	0.00	0.00	0.00	97.75	0.00	0.00	0.00	0.00	\$101.00
YOLANDA GAETA AND TAMMY DALY															
11120	09/02/2010	EV100433	0.00	0.00	1.75	0.00	0.00	0.00	0.00	52.25	0.00	0.00	0.00	0.00	\$54.00
YOLANDA GAETA AND TAMMY DALY															

**211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574**

Page No: 2
Date Printed: 9/30/2010
Time Printed: 6:36:49PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11121	09/02/2010	IN100082	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
DONDA L. MURPH															
11122	09/02/2010	EV100585	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THE PROPERTY SOCIETY															
11123	09/02/2010	EV100586	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
THE PROPERTY SOCIETY															
11124	09/02/2010	EV100587	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEXAN PALM VALLEY															
11125	09/02/2010	EV100588	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEXAN PALM VALLEY															
11126	09/02/2010	EV100589	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEXAN PALM VALLEY															
11127	09/02/2010	SC100061	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TERESA TILLMAN RUIZ															
11128	09/02/2010	EV100590	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
GLEN HORTIZUELA															
11131	09/03/2010	EV100591	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
THE MANSIONS/ GREEN VALLEY APT HOMES															
11132	09/03/2010	EV100592	25.00	0.00	0.00	0.00	0.00	0.00	6.00	210.00	0.00	0.00	0.00	0.00	\$241.00
THE MANSIONS/ GREEN VALLEY APT HOMES															
11133	09/03/2010	EV100593	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THE MANSIONS/ GREEN VALLEY APT HOMES															
11134	09/03/2010	EV100594	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
STONEHAVEN@ ROUND ROCK															

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11135	09/03/2010	EV100595	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
STONEHAVEN @ ROUND ROCK															
11136	09/03/2010	IN100094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
SARAH GARCIA/DAUGHTER															
11137	09/03/2010	EV100596	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETDAFFINFRAPPIERTURNER &ENGEL,LLP															
11138	09/03/2010	EV100597	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETDAFFINFRAPPIERTURNER ENGEL,LLP															
11139	09/03/2010	EV100598	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETDAFFINFRAPPIERTURNER ENGEL,LLP															
11140	09/03/2010	EV100599	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
1700 MORNING MEADOW COVE LAND TRUST															
11141	09/07/2010	EV100510	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
TIM ALEXANDER															
11142	09/07/2010	EV100600	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
ABRONIA LLC															
11143	09/09/2010	EV100546	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MARCIA HAGLER															
11144	09/09/2010	EV100539	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MARCIA HAGLER															
11145	09/09/2010	EV100543	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
DELLA SCROGGINS															
11146	09/09/2010	EV100601	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN															

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11147	09/09/2010	EV100602	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN															
11148	09/09/2010	EV100603	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11149	09/09/2010	EV100604	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11150	09/09/2010	EV100605	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11151	09/09/2010	EV100606	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11152	09/09/2010	EV100607	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11153	09/09/2010	EV100608	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TRAMOR PROPERTIES															
11154	09/09/2010	EV100609	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11155	09/09/2010	EV100610	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11156	09/09/2010	EV100611	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11157	09/09/2010	EV100612	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
11158	09/09/2010	EV100613	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
SUMMERSET APARTMENTS															
11159	09/09/2010	EV100614	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															

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11160	09/09/2010	EV100616	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															
11161	09/09/2010	EV100617	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															
11162	09/09/2010	EV100618	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															
11163	09/09/2010	EV100619	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
PAM HARRIS															
11164	09/10/2010	EV100620	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
VICTOR AND COLLEEN ALFIREVIC															
11165	09/10/2010	EV100621	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSIONS AT STAR RANCH															
11166	09/10/2010	EV100622	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
FIRST CHARLINGTON PROPERTIES															
11167	09/13/2010	EV100615	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFING															
11168	09/13/2010	EV100437	0.00	0.00	3.25	0.00	0.00	0.00	0.00	97.75	0.00	0.00	0.00	0.00	\$101.00
FAIRWAY KNOLL AT TERA VISTA															
11169	09/13/2010	EV100437	0.00	0.00	1.75	0.00	0.00	0.00	0.00	52.25	0.00	0.00	0.00	0.00	\$54.00
FAIRWAY KNOLL AT TERA VISTA															
11170	09/13/2010	EV100623	0.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
DOUG SCOWDEN															
11171	09/13/2010	EV100508	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
COLONIAL INVESTMENTS															
11172	09/13/2010	EV100624	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ELLMAKER REALTY															

Aquaforest TIFF Junction Evaluation

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11173 CARMEN VELASQUEZ	09/13/2010	EV100076	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
11174 CARMEN VELASQUEZ	09/13/2010	EV100311	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
11175 blacklands publications	09/13/2010	SC100062	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
11176 ALEXAN PALM VALLEY	09/13/2010	EV100625	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11177 ALEXAN PALM VALLEY	09/13/2010	EV100626	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11178 ALEXAN PALM VALLEY	09/13/2010	EV100627	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11179 ALEXAN PALM VALLEY	09/13/2010	EV100628	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
11180 ALEXAN PALM VALLEY	09/13/2010	EV100629	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
11181 ALEXAN PALM VALLEY	09/13/2010	EV100630	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11182 ALEXAN PALM VALLEY	09/13/2010	EV100631	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11183 COLONIAL VILLAGE AT SIERRA VISTA	09/14/2010	EV100632	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11184 SCHARFE HOMES	09/14/2010	EV100633	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
11185 JACK O'BOYLE & ASSOC.	09/14/2010	EV100634	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00

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11186	09/16/2010	EV100635	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
C. BROWN (CHARLES E. BROWN)															
11187	09/16/2010	EV100636	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MARIAN DERKS															
11188	09/16/2010	EV100637	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MARCIA HAGLER															
11189	09/16/2010	EV100638	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MARCIA HAGLER															
11190	09/16/2010	EV100639	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
FEDERAL NATIONAL MORTGAGE ASSOC., AKA FANNIE MAE															
11191	09/16/2010	EV100640	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BAC HOME LOANS SERVICING,LP FKA COUNTRYWIDE HOME L															
11192	09/16/2010	EV100641	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETDDAFFINFRAPPIERENGEL, LLP															
11193	09/16/2010	EV100642	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETDDAFFINFRAPPIERENGEL, LLP															
11194	09/17/2010	EV100643	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TRAMOR PROPERTIES															
11195	09/17/2010	EV100556	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN															
11196	09/17/2010	EV100519	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN															
11197	09/17/2010	EV100516	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN															

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11198	09/17/2010	EV100644	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AMBASSADOR PROPERTY MANAGEMENT															
11199	09/20/2010	EV100645	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSIONS AT STAR RANCH															
11200	09/20/2010	EV100646	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
COLONIAL GRAND AT ROUND ROCK															
11201	09/20/2010	EV100532	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
COLONIAL VILLAGE AT SIERRA VISTA															
11202	09/20/2010	EV100532	0.00	0.00	(5.00)	0.00	0.00	0.00	0.00	(150.00)	0.00	0.00	0.00	0.00	(\$155.00)
COLONIAL VILLAGE AT SIERRA VISTA															
11203	09/23/2010	SC100063	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JAIME MORENO															
11204	09/23/2010	EV100647	14.75	0.00	0.00	0.00	0.00	0.00	3.54	82.71	0.00	0.00	0.00	0.00	\$101.00
FAIRWAY KNOLL AT TERA VISTA															
11205	09/23/2010	EV100647	10.25	0.00	0.00	0.00	0.00	0.00	2.46	57.29	0.00	0.00	0.00	0.00	\$70.00
FAIRWAY KNOLL AT TERA VISTA															
11206	09/23/2010	EV100648	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
FAIRWAY KNOLL AT TERA VISTA															
11207	09/23/2010	EV100649	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
PARK PLACE APARTMENTS															
11208	09/23/2010	SC100064	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
DAVID W. EVANS															
11209	09/23/2010	EV100650	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
NEIL JENKINS															

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11210	09/23/2010	EV100651	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
BURNETT PLACE APARTMENTS															
11211	09/23/2010	EV100652	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BURNETT PLACE APARTMENTS															
11212	09/24/2010	EV100653	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
WILLIAM S. RHODES															
11213	09/27/2010	EV100503	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
barrett daffin															
11214	09/27/2010	EV100654	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
barrett daffin															
11215	09/27/2010	EV100655	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEXAN PALM VALLEY															
11216	09/27/2010	EV100656	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ROB AND LEAHWA HRUBESCH															
11217	09/27/2010	EV100656	(25.00)	0.00	0.00	0.00	0.00	0.00	(6.00)	(70.00)	0.00	0.00	0.00	0.00	(\$101.00)
ROB AND LEAHWA HRUBESCH															
11218	09/27/2010	EV100656	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ROB AND LEAHWA HRUBESCH															
11219	09/28/2010	JC100081	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
ROY B WILLIS															
11220	09/28/2010	EV100657	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SARAH X. CHANG															
11221	09/28/2010	EV100658	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
RAFAEL MUNOZ															
11222	09/28/2010	EV100659	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LEE BARRON															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11223	09/29/2010	EV100545	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN ET AL															
11224	09/29/2010	JC100082	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
rausch turm et al															
11225	09/29/2010	JC100083	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT PC															
11226	09/29/2010	JC100084	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
11227	09/29/2010	JC100085	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
11228	09/29/2010	JC100086	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
11229	09/29/2010	JC100087	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
11230	09/29/2010	JC100088	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MHBG															
11231	09/29/2010	JC100089	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
11232	09/29/2010	JC100090	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
CONN APPLIANCES INC. DBA CONN'S															
11233	09/29/2010	JC100091	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
11234	09/29/2010	JC100092	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MHBG															
11235	09/29/2010	JC100093	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11236	09/29/2010	JC100094	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
rausch sturm et al															
11237	09/30/2010	EV100660	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANN STEVENS.															
11238	09/30/2010	EV100661	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
11239	09/30/2010	EV100662	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MACKIE WOLF & ZIENTZ															
11240	09/30/2010	SC100065	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
RE/MAX															
11241	09/30/2010	JC100095	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
11242	09/30/2010	JC100096	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
11243	09/30/2010	JC100097	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
11244	09/30/2010	JC100098	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
11245	09/30/2010	EV100663	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
GREG LOVELIDGE															
11246	09/30/2010	EV100664	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEX LAZO															
11247	09/30/2010	EV100665	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SETTLEPOU															
11248	09/30/2010	EV100666	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LEOLA MABE															

CUMULATIVE TOTALS :	2,825.00	10.00	60.00	0.00	0.00	0.00	678.00	9,360.00	0.00	0.00	0.00	10.00	\$12,943.00

Aquaforest TIFF Junction Evaluation

211 W. 6th St.
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Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	87	2,100.00	2,100.00	550.00	1,325.00	14.75	0.00	210.25	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	118	678.00	678.00	138.00	474.00	3.54	0.00	62.46	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	26	600.00	600.00	0.00	575.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
SERVE 4	CONSTABLE PRECINCT 4 SEF	112	7,560.00	7,560.00	1,960.00	4,690.00	82.71	0.00	827.29	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	5	125.00	125.00	25.00	75.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	16	60.00	60.00	0.00	45.00	10.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	16	1,800.00	1,800.00	0.00	1,350.00	300.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	2	10.00	10.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	384	12,943.00	12,943.00	2,688.00	8,539.00	411.00	0.00	1,305.00	\$0.00	0.00	0.00	0.00	

Direct Deposit \$0.00

Cash \$2,688.00

Checks \$8,539.00

Money Orders \$411.00

Credit Cards : \$1,305.00

Escrow Payments

\$0.00

Transaction Fee

\$0.00

Non-Monetary

\$0.00

Post for Refund \$0.00

Over Payments \$0.00

TOTAL CURRENCY	\$12,943.00	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$0.00	TOTAL PAID	\$0.00

Aquaforest TIFF Junction Evaluation

211 W. 6th St.
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Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		2,639.75	265.25	0.00	0.00	2,905.00
0100-0000-341904		8,382.71	977.29	0.00	0.00	9,360.00
0399-0000-208822		615.54	62.46	0.00	0.00	678.00
TOTALS:		11,638.00	1,305.00	0.00	0.00	12,943.00

Receipt Numbers
11109 - 11248

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
136110	09/01/2010	TR101339	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	110.00	\$150.00
DUSTIN LANE GRAY																			
136111	09/01/2010	LW060248	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	96.00	136.00	\$240.00
FRANCISCO ORREGO MANZO																			
136112	09/01/2010	LW060249	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	106.00	\$215.00
FRANCISCO ORREGO MANZO																			
136113	09/01/2010	LW060302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	106.00	\$606.00
FRANCISCO ORREGO MANZO																			
136114	09/02/2010	TR102941	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LEANN JANELL FLORES																			
136115	09/02/2010	TR102931	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JOHANNA SOFIA KEMP																			
136116	09/02/2010	TR103082	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
JOHANNA SOFIA KEMP																			
136117	09/02/2010	TR103032	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
ANNAMARIA LEIBE WEAVER																			
136118	09/02/2010	LW100143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	60.00	\$265.00
CESAR SALAZAR ESPARZA																			
136119	09/02/2010	TR102641	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
RUTILO FIGUERO CRUZ																			
136120	09/02/2010	TR090865	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	145.00	\$353.00
ROBERT MASON STARR																			
136121	09/02/2010	TR102987	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
ROBERT MASON STARR																			
136122	09/02/2010	TR103021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JENNIFER LYNN HOFFMAN																			

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136123	09/02/2010	TR084949	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	25.00	\$133.00
DEON VICHELLE HARRISON																			
136124	09/02/2010	TR102559	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	0.00	\$499.00
HOPE RENEE PARRISH																			
136125	09/02/2010	NT100182	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00	0.00	\$115.00
BERT KEEFER																			
136126	09/02/2010	NT100189	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00	0.00	\$115.00
BERT KEEFER																			
136127	09/02/2010	TR102396	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	25.00	\$150.00
ANDREW JACOB GARCIA																			
136128	09/02/2010	TR102884	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
LAURA RACHELLE CORDOVA																			
136129	09/02/2010	JV100100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	0.00	\$196.90
MICHAEL EUGENE ERWIN																			
136130	09/02/2010	TR102512	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	\$88.00
SHANTA NICOLE DAVIS																			
136131	09/02/2010	TR102881	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JEFFREY MICHAEL DEVERNA																			
136132	09/02/2010	TR102486	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	90.10	\$99.00
CRYSTAL LEVON TRAVERSE																			
136133	09/02/2010	TR102582	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
MITCHELL LEON THOMPSON																			
136134	09/02/2010	TR101630	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	140.10	\$200.00
REVA ELYSE MOSQUEDA																			
136135	09/02/2010	TR102593	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
MICHAEL SHAWN OWENS																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
136136	09/02/2010	TR101629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	30.00	110.00	\$145.00
REVA ELYSE MOSQUEDA																			
136137	09/02/2010	TR102705	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
KATHLEEN MARIE LUEDKE																			
136138	09/02/2010	TR101843	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	0.00	\$126.00
JOSE HECTOR GONZALEZ																			
136139	09/02/2010	TR101843	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	0.00	\$126.00
JOSE HECTOR GONZALEZ																			
136140	09/02/2010	TR102643	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
SHARON SPEED LAW																			
136141	09/02/2010	LW100169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	299.00	60.00	\$364.00
DOUGLAS EUGENE DUPRE																			
136142	09/02/2010	NT100141	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	167.00	0.00	\$167.00
AMANDA MICHELLE BERTELSON																			
136143	09/02/2010	JV100059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139.00	0.00	\$139.00
EMILY AGUILAR																			
136144	09/02/2010	TR103090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
ELDON FRED KILGORE																			
136145	09/02/2010	TR102900	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
NACHELE RENE GROOMES																			
136146	09/02/2010	TR102967	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
TRACY LYNN AMIDON																			
136147	09/02/2010	TR100685	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROSA DAIYA AYYAD																			
136148	09/02/2010	TR101879	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	\$180.00
KYLE FRANKLIN DEARING																			

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136149	09/02/2010	TR101843	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(126.00)	0.00	(\$126.00)
JOSE HECTOR GONZALEZ																			
136150	09/02/2010	TR102872	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	153.90	90.10	\$252.00
CONSUELO ABIGAIL TORRES																			
136151	09/02/2010	TR102608	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	60.00	\$66.00
AMANDA MARIE THOMAS																			
136152	09/02/2010	TR102475	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
MICHAEL GENE DEATON																			
136153	09/02/2010	TR102665	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
KYLE FRANKLIN DEARING																			
136154	09/02/2010	TR102826	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	24.90	90.25	\$123.15
SUE COSSON SHOCKLEY																			
136155	09/02/2010	TR102825	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
SUE COSSON SHOCKLEY																			
136156	09/02/2010	TR102837	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
JEROME MITCHELL																			
136157	09/02/2010	TR100685	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	(9.90)	0.00	0.00	0.00	(5.00)	0.00	0.00	(90.10)	(\$108.00)
ROSA DAIYA AYYAD																			
136158	09/02/2010	TR100685	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROSA DAIYA AYYAD																			
136159	09/03/2010	TR101886	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349.00	25.00	\$374.00
WILLIAM B JOHNSON																			
136160	09/03/2010	TR102760	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	43.90	90.10	\$142.00
TONY EUGENE VASTA																			
136161	09/03/2010	NT100013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.00	25.00	\$257.00
JENNA BROBECK																			

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136162	09/03/2010	TW100022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
RALPH IKE MOORE																			
136163	09/03/2010	LW100213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	300.00	60.00	\$365.00
JACOB STEVEN DONAHUE																			
136164	09/03/2010	TR101411	0.00	0.00	0.00	0.00	0.00	0.00	2.43	0.00	0.00	0.00	4.05	0.00	0.00	0.00	0.00	93.52	\$100.00
ANDREW LEE DELACRUZ																			
136165	09/03/2010	TR101412	0.00	0.00	0.00	0.00	0.00	0.00	2.43	0.00	0.00	0.00	4.05	0.00	0.00	0.00	0.00	93.52	\$100.00
ANDREW LEE DELACRUZ																			
136166	09/03/2010	TR101752	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	\$151.90
PEDRO MANUEL ARROYO																			
136167	09/03/2010	TR102482	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.25	0.00	\$91.25
MARY HUNTER BILLOUPS																			
136168	09/03/2010	NT100301	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	70.00	\$570.00
JEREMY DALE SELUCKY																			
136169	09/03/2010	TR102760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	0.00	\$108.00
TONY EUGENE VASTA																			
136170	09/03/2010	TR102331	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
GABRIELA MARTINEZ																			
136171	09/03/2010	TR103059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
HEIDEMARIE THELMA OSBORN																			
136172	09/03/2010	TR103027	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
PAUL THOMAS GAUGHAN																			
136173	09/03/2010	TR102920	0.00	0.00	0.00	0.00	0.00	0.00	2.88	0.00	9.50	0.00	4.80	0.00	0.00	0.00	0.00	90.82	\$108.00
SEAN PATRICK SEIVERT																			
136174	09/03/2010	JV100003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
ROBERT E. LOPEZ																			

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136175	09/03/2010	TR102195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.00	90.00	\$129.00
LENARD EDWARD BAZAN																			
136176	09/03/2010	TR102194	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	90.10	\$92.10
LENARD EDWARD BAZAN																			
136177	09/03/2010	TR094095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
MATTHEW ALLEN KRAUSER																			
136178	09/03/2010	TR102834	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
THOMAS P COX																			
136179	09/03/2010	NT100141	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	\$1.00
AMANDA MICHELLE BERTELSON																			
136180	09/03/2010	TR102392	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	\$225.00
BRITTANY LEE PERRY																			
136181	09/03/2010	TR103001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
BRITTANY LEE PERRY																			
136182	09/03/2010	TR102167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	90.00	\$100.00
FELICIA ANNE BAZAN																			
136183	09/03/2010	TR102907	0.00	0.00	0.00	0.00	0.00	0.00	2.88	0.00	9.50	0.00	4.80	0.00	0.00	0.00	0.00	90.82	\$108.00
MATTHEW DENNIS SUCHOMEL																			
136184	09/03/2010	TR102907	0.00	0.00	0.00	0.00	0.00	0.00	(2.88)	0.00	(9.50)	0.00	(4.80)	0.00	0.00	0.00	0.00	(90.82)	(\$108.00)
MATTHEW DENNIS SUCHOMEL																			
136185	09/03/2010	TR102907	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MATTHEW DENNIS SUCHOMEL																			
136186	09/03/2010	TR102920	0.00	0.00	0.00	0.00	0.00	0.00	(2.88)	0.00	(9.50)	0.00	(4.80)	0.00	0.00	0.00	0.00	(90.82)	(\$108.00)
SEAN PATRICK SEIVERT																			
136187	09/03/2010	TR102920	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
SEAN PATRICK SEIVERT																			

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136188	09/03/2010	TR081445	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	52.00	225.00	\$285.00
JORGE TOVAR																			
136189	09/03/2010	TR102739	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	\$100.00
MICHAEL ANTHONY VELA																			
136190	09/03/2010	TR102740	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	\$100.00
MICHAEL ANTHONY VELA																			
136191	09/03/2010	TR100862	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	192.10	\$700.00
TIMOTHY JOHN SANDOVAL																			
136192	09/03/2010	TR102005	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	77.00	115.00	\$200.00
SIERRA AURIEL MARTINEZ																			
136193	09/03/2010	TR101699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JOSE GONZALEZ																			
136194	09/07/2010	TR102539	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	60.00	\$415.00
GEORGE STEFAN BROOKS																			
136195	09/07/2010	PW100119	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
TODD LESLIE BERAN																			
136196	09/07/2010	TR082261	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	125.00	\$131.00
MARY A CHAPA																			
136197	09/07/2010	TR102883	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
STACY LYNN PARADIS																			
136198	09/07/2010	TR102112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.00	0.00	\$103.00
ENRIQOE ULISSES RODRIGUEZ																			
136199	09/07/2010	TR102944	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
WELDON RAY COPELAND																			
136200	09/07/2010	TR102397	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	135.10	\$335.00
JUSTIN MICHAEL MAZUREK																			

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136201	09/07/2010	TR091116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	0.00	\$148.00
WILLIE RAY DEARY																			
136202	09/07/2010	TR101185	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	0.00	\$148.00
WILLIE RAY DEARY																			
136203	09/07/2010	TR102199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	25.00	\$150.00
ALLEN MICHAEL ARREOSOLA																			
136204	09/07/2010	TR102465	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
JORRONN DORELL BABBS																			
136205	09/07/2010	TR102870	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	303.90	90.10	\$402.00
RONALD RAY CREEK																			
136206	09/07/2010	TR100463	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	60.00	\$104.00
JOSE ANGEL PADILLA																			
136207	09/07/2010	TR101924	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
KRISTON DEVE ROGERS																			
136208	09/07/2010	LW100211	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	\$190.00
FRANK KIRKLON WASHINGTON																			
136209	09/07/2010	TR101371	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.00	0.00	\$98.00
KATHRYN ELLEN KINNE																			
136210	09/07/2010	TR102457	0.00	0.00	0.00	0.00	0.00	0.00	2.40	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	92.60	\$99.00
VALERIE YOLANDA GRIFFIN																			
136211	09/07/2010	TR102457	0.00	0.00	0.00	0.00	0.00	0.00	0.60	0.00	0.00	0.00	1.00	0.00	0.00	0.00	50.90	22.50	\$75.00
VALERIE YOLANDA GRIFFIN																			
136212	09/07/2010	TR095863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	\$20.00
KIMBERLY M MITCHELL																			
136213	09/07/2010	TR102896	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
AUSTIN DARRELL WEBB																			

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136214	09/07/2010	TR102747	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00	0.00	\$110.00
RODOLFO RENDON MALDONADO																			
136215	09/07/2010	JV100150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.10	0.00	\$115.10
MELISSA MALDONADO																			
136216	09/07/2010	TR102764	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	8.90	91.10	\$108.00
JEREMY KEITH ROYSTER																			
136217	09/07/2010	TR102764	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68.00	0.00	\$68.00
JEREMY KEITH ROYSTER																			
136218	09/07/2010	TR102895	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
JONATHAN GABRIEL NARVAEZ																			
136219	09/07/2010	TR101820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.00	25.00	\$84.00
ROBERT ALLEN WOODRUFF																			
136220	09/07/2010	TR102295	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	145.00	\$180.00
KIMBERLY RAE DELEON																			
136221	09/07/2010	TR102998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	110.00	\$400.00
KIMBERLY RAE DELEON																			
136222	09/07/2010	TR102998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00	0.00	\$210.00
KIMBERLY RAE DELEON																			
136223	09/07/2010	NT100264	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	75.00	\$575.00
GERARDO GAYTAN																			
136224	09/07/2010	TR090001	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	150.00	\$208.00
MANUEL PACHICANO III																			
136225	09/07/2010	TR091322	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
MANUEL PACHICANO III																			
136226	09/07/2010	NT100199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25.00	\$125.00
ROBERT A MARTINEZ																			

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136227	09/07/2010	NT080046	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	85.00	\$585.00
KAY THOMSON																			
136228	09/07/2010	NT090545	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	130.00	\$650.00
DESIREE TAYLOR																			
136229	09/07/2010	NT100010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	70.00	\$570.00
DESIREE TAYLOR																			
136230	09/09/2010	PW100126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
KRISTI LYNN SUSAN																			
136231	09/09/2010	TR102890	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
AARON BRUCE WALKER																			
136232	09/09/2010	TR103122	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
JONATHAN ERIK ORTIZ																			
136233	09/09/2010	TR103095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
DANIEL MORALES-GONZALEZ																			
136234	09/09/2010	TR094993	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77.00	145.00	\$225.00
DARVIS LEE MARSHALL																			
136235	09/09/2010	TR103094	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
DANIEL MORALES-GONZALEZ																			
136236	09/09/2010	TR093452	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
MICHAEL RYAN MCGOWAN																			
136237	09/09/2010	TR102822	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
JEANETTE LYNN HIPPS																			
136238	09/09/2010	TR103091	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	42.00	90.00	\$140.00
JASON RYAN FINN																			
136239	09/09/2010	TR102495	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.90	95.10	\$101.00
MELISSA ANN DONJUAN																			

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136240	09/09/2010	TR102496	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	95.10	\$150.00
MELISSA ANN DONJUAN																			
136241	09/09/2010	TR102952	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
NADRA LOUISE SMITH																			
136242	09/09/2010	TR102498	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
MELISSA ANN DONJUAN																			
136243	09/09/2010	TR101439	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.00	0.00	\$116.00
GUS BARRON																			
136244	09/09/2010	TR103165	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
AMANDA MARIE HUNTINGTON																			
136245	09/09/2010	TR103099	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
DYLAN JARED GREGORY																			
136246	09/09/2010	TR103098	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DYLAN JARED GREGORY																			
136247	09/09/2010	TR101461	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
ANAHI VELASCO																			
136248	09/09/2010	NT100294	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.90	0.00	0.00	0.00	0.00	23.10	\$25.00
AMANDA LIN DALTON																			
136249	09/09/2010	NT100294	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.10	0.00	0.00	0.00	1.00	36.90	\$41.00
AMANDA LIN DALTON																			
136250	09/09/2010	JV090323	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
ASHLEY BRIAN																			
136251	09/09/2010	NT100196	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
LAIHA MICHELLE PETERSON																			
136252	09/09/2010	TR080826	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	65.00	\$270.00
KENNETH A SHEA																			

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136253	09/09/2010	TR102621	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JEFFREY STEVEN SMITH																			
136254	09/09/2010	TR102620	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JEFFREY STEVEN SMITH																			
136255	09/09/2010	TR102520	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	42.00	90.00	\$140.00
DIEGO MENDEZ																			
136256	09/09/2010	LW100237	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	300.00	60.00	\$365.00
PEDRO LOPEZ CASTRO																			
136257	09/09/2010	LW100238	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	60.00	\$169.00
PEDRO LOPEZ CASTRO																			
136258	09/09/2010	TR103103	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JEFFREY RALPH SCHULTZ																			
136259	09/09/2010	TR102959	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
BRITTNEY MICHELLE DANIELS																			
136260	09/09/2010	TR100123	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	\$250.00
DONALD LEE MATTHEWS																			
136261	09/09/2010	TR102711	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	60.00	\$104.00
DAVID G BURTON																			
136262	09/09/2010	TR102712	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DAVID G BURTON																			
136263	09/09/2010	TR102942	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BRENDA PICKARD LAMBETH																			
136264	09/09/2010	TR102933	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
DANIEL RAY BECKERMANN																			
136265	09/09/2010	TR102934	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DANIEL RAY BECKERMANN																			

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136266	09/09/2010	TR102674	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
VERONICA CASTILLO LARA																			
136267	09/09/2010	JV100036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
CRYSTAL DIMAS																			
136268	09/10/2010	NT100283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	60.00	\$565.00
JAMES RAY JOHNSON																			
136269	09/10/2010	TR101275	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	25.00	\$275.00
STEVEN ERIC WARD																			
136270	09/10/2010	NT100272	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	115.00	\$315.00
GERARDO MEDINA-CORTES																			
136271	09/10/2010	NT100299	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
GERARDO MEDINA-CORTES																			
136272	09/10/2010	TR084722	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	110.00	\$465.00
CHRISTOPHER TODD MANSON																			
136273	09/10/2010	TR090240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
CHRISTOPHER TODD MANSON																			
136274	09/10/2010	LW100191	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
RICHARD CRUZ ORONA																			
136275	09/10/2010	LW100048	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	110.00	\$314.00
RICHARD CRUZ ORONA																			
136276	09/10/2010	TR102882	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
RYAN KENDALL WOLFF																			
136277	09/10/2010	TR102756	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	90.10	\$598.00
MARY COOK DANIELS																			
136278	09/10/2010	TR103035	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
CLAIR MARTIN																			

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136279	09/10/2010	TR102968	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
CHRISTA HENRIETTA FULLER																			
136280	09/10/2010	TR102946	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	90.10	\$195.00
ELIDA G MARTINEZ																			
136281	09/10/2010	TR103022	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DAVID CHANG CHIANG																			
136282	09/10/2010	TR102247	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
MONICA ELAINE CAMPOS																			
136283	09/10/2010	TR103166	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JAMES POTE BRADFORD																			
136284	09/10/2010	TR102925	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MAGEN MCVEAY BYRD																			
136285	09/10/2010	TR103020	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
RUBEN GONZALEZ-FLORES																			
136286	09/10/2010	LW100215	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	\$190.00
VICENTE GONZALEZ																			
136287	09/10/2010	TR102240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	110.10	\$310.00
SHARON LYNN NEHRING																			
136288	09/10/2010	TR102865	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
SHARON LYNN NEHRING																			
136289	09/10/2010	TR102708	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ROXANNA ESTRADA																			
136290	09/10/2010	TR102948	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
ROBERT EARL WOOLVERTON																			
136291	09/10/2010	TR102919	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
ADRIAN GUTIERREZ																			

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136292	09/10/2010	PW100123	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
JORGE FRANCISCO FLORES																			
136293	09/10/2010	LW100027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	135.00	\$240.00
ALEMNEH HABITE GIORGIS																			
136294	09/13/2010	LW100212	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	300.00	60.00	\$365.00
RICHARD C. DIMAS																			
136295	09/13/2010	TR102963	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
DAVID JAMES ALLEN																			
136296	09/13/2010	TR102698	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
RYAN EDWARD COTNER																			
136297	09/13/2010	TR103203	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
TAYLOR JOSHUA KIMBALL																			
136298	09/13/2010	TR102682	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
FREDERICK WESLEY BURRIS																			
136299	09/13/2010	TR102960	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	153.90	90.10	\$252.00
BRANDY LYN MORGAN																			
136300	09/13/2010	TR103170	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
MEAGAN ELIZABETH GRIFFITH																			
136301	09/13/2010	TR102457	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	\$1.00
VALERIE YOLANDA GRIFFIN																			
136302	09/13/2010	TR101751	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
AISLING JOYCE DOUGHERTY																			
136303	09/13/2010	TR102958	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JOHN SCOTT BROOKS																			
136304	09/13/2010	TR103192	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROBERT DUNNING ATKINSON																			

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136305	09/13/2010	TR102964	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
DARYL ANTOINNE HOCKADAY																			
136306	09/13/2010	TR100921	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.90	0.10	\$200.00
DONALD WESLEY PATTERSON																			
136307	09/13/2010	TR084255	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	150.00	\$190.00
JERLINE RENA GRIFFIN																			
136308	09/13/2010	TR084401	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	120.00	\$1,125.00
JERLINE RENA GRIFFIN																			
136309	09/13/2010	TR090236	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
JERLINE RENA GRIFFIN																			
136310	09/13/2010	TR102951	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DANA GAYLE MCFARLAND																			
136311	09/13/2010	NT070436	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	116.00	\$616.00
ERIC PAUL SAX																			
136312	09/13/2010	NT060332	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	141.00	\$646.00
ERIC PAUL SAX																			
136313	09/13/2010	TR080910	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$303.00
JEFFREY PAUL MADISON																			
136314	09/13/2010	TR102839	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.00	65.00	\$104.00
JACOB JAY JENSON																			
136315	09/13/2010	TR102838	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	65.10	\$66.00
JACOB JAY JENSON																			
136316	09/13/2010	TR103130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ALMA BEATRIZ GARCIA																			
136317	09/14/2010	PW090002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	425.00	75.00	65.00	\$570.00
KYLE WAYNE LEEPER																			

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136318	09/14/2010	TR102639	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHARON JOY MENELEE																			
136319	09/14/2010	NT100064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
DENA ARMSTRONG																			
136320	09/14/2010	TR102574	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	90.10	\$248.10
COURTNEY MICHELE PRICE																			
136321	09/14/2010	NT030057	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101.00	0.00	\$101.00
PHILLIP M. KITCHENS																			
136322	09/14/2010	NT030057	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
PHILLIP M. KITCHENS																			
136323	09/14/2010	TR085246	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	120.00	\$475.00
KEVIN VACHEL WALLACE																			
136324	09/14/2010	TR085247	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	195.00	120.00	\$320.00
KEVIN VACHEL WALLACE																			
136325	09/14/2010	TR090648	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
KEVIN VACHEL WALLACE																			
136326	09/14/2010	TR102923	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
JAMES MICHAEL MILLION																			
136327	09/14/2010	TR095480	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	121.00	\$529.00
JERRY ENNIS FORD																			
136328	09/14/2010	NT020195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CHRISTOPHER MARTINEZ																			
136329	09/14/2010	TR074911	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	168.00	221.00	\$397.00
ERICKA F JACKSON																			
136330	09/14/2010	PW100127	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
ROBERT GLEN STANDIFER																			

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136331	09/14/2010	TR102759	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
SHAWN JACOB MCRAE																			
136332	09/14/2010	TR101705	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
JESSICA LYNETTE SEGGERN																			
136333	09/14/2010	TR103136	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
JOSEPH EDWARD STENGEL																			
136334	09/14/2010	NT100293	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
CASSANDRA LYNN KING																			
136335	09/14/2010	TR101618	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.50	0.00	\$76.50
SANDRA DENISE KOONCE																			
136336	09/14/2010	LW100233	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	60.00	\$169.00
TIMOTHY JOE WINTERS																			
136337	09/14/2010	LW100232	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	299.00	60.00	\$364.00
ELIDA G MARTINEZ																			
136338	09/14/2010	TR102648	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	\$88.00
JOANNA KAREN CRUZ-CORDILLO																			
136339	09/14/2010	TR102647	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
JOANNA KAREN CRUZ-CORDILLO																			
136340	09/14/2010	JV100004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
LOUIS FLORES																			
136341	09/14/2010	TR102155	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	\$225.00
LEAH KYSER																			
136342	09/14/2010	TR102995	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
LEAH KYSER																			
136343	09/14/2010	TR103029	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
KENDALL THERESE LUCAS																			

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136344	09/14/2010	TR094185	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JOSHUA CHADWICK KLESEL																			
136345	09/14/2010	TR092954	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	152.00	140.00	\$300.00
JOSHUA CHADWICK KLESEL																			
136346	09/14/2010	TR092953	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	30.00	110.00	\$145.00
JOSHUA CHADWICK KLESEL																			
136347	09/14/2010	TR102894	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
WALDON AUGUST BOECKER																			
136348	09/14/2010	NT100147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	95.00	\$96.00
JAMES RAY FIELDS																			
136349	09/14/2010	TR102588	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
JOHN ROBERT TRANUM																			
136350	09/14/2010	TR101078	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	90.10	\$99.10
JASMINE JENAY CHAVIS																			
136351	09/14/2010	TR102672	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	90.00	\$100.00
LORENA MARES NINO																			
136352	09/14/2010	TR102791	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	167.00	0.00	\$167.00
JIMMY SHANE MELTON																			
136353	09/14/2010	NT090547	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	5.00	\$105.00
JOHN VASQUEZ																			
136354	09/14/2010	NT090548	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	5.00	\$105.00
MARY CHANDLER																			
136355	09/14/2010	JV090325	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	5.00	\$255.00
REBECCA VASQUEZ																			
136356	09/14/2010	JV100044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	5.00	\$305.00
REBECCA VASQUEZ																			

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136357	09/14/2010	TR102733	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
FRANCESCA MARIA RAMIREZ																			
136358	09/15/2010	TR100686	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	140.10	\$648.00
GABRIELA MARTINEZ																			
136359	09/15/2010	TR102315	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JENNIFER MICHELLE KEYES																			
136360	09/15/2010	HC080029	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
STEPHANIE ALFARO																			
136361	09/15/2010	HC100018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
STEPHANIE ALFARO																			
136362	09/16/2010	TR102608	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00	25.00	\$59.00
AMANDA MARIE THOMAS																			
136363	09/16/2010	TR101990	0.00	0.00	0.00	0.00	0.00	0.00	0.57	0.00	0.00	0.00	0.95	0.00	0.00	0.00	76.90	21.58	\$100.00
CHERISE RENAE DEHAAN																			
136364	09/16/2010	TR103055	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	90.10	\$99.00
JUSTIN SCOTT DONOHUE																			
136365	09/16/2010	TR102032	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
JENNIFER LYN BETAK																			
136366	09/16/2010	TR102355	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304.00	0.00	\$304.00
MARY WOOD GREENESS																			
136367	09/16/2010	LW100121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	342.00	25.00	\$367.00
ROCKY BARRERA																			
136368	09/16/2010	TR103195	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MELANIE FRITSCH BORIACK																			
136369	09/16/2010	TR103050	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
BETTY SUE MOORE																			

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136370	09/16/2010	TR102891	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
JOSEPH HENRY GOODE																			
136371	09/16/2010	TR102799	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
ROOSEVELT PATRICE HARRIS																			
136372	09/16/2010	TR074297	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	116.00	\$117.00
STEVEN DION HARRIS																			
136373	09/16/2010	TR102073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
MICHAEL BRENNAN JARVIS																			
136374	09/16/2010	TR103024	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
LLOYD ALAN MCADAMS																			
136375	09/16/2010	TR102787	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
RON MICHAEL MILLER																			
136376	09/16/2010	TR103060	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JOHN DAVID PAONE																			
136377	09/16/2010	TR103037	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	95.10	\$175.00
DAVID WAYNE RIDER																			
136378	09/16/2010	TR102533	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.00	0.00	\$54.00
PAVE SORIANO																			
136379	09/16/2010	TR095350	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	175.00	100.00	\$283.00
KEIFA A STEELE																			
136380	09/16/2010	NT100204	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.00	0.00	\$85.00
TIMOTHY RYAN WHITE																			
136381	09/16/2010	TR102401	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	140.10	\$300.00
SYNDA DOREAN WINDON																			
136382	09/16/2010	TR102976	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DYNA K TUTT																			

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136383	09/16/2010	TR103168	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
REINHOLD JACKIE KRAFT																			
136384	09/16/2010	TR102777	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.00	0.00	\$76.00
SALVADOR RODRIGUEZ TORRES																			
136385	09/16/2010	TR103084	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
PATRICIA ROSE BARKER																			
136386	09/16/2010	TR102513	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	90.10	\$99.00
SHANTA NICOLE DAVIS																			
136387	09/16/2010	TR102533	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(54.00)	0.00	(\$54.00)
PAVE SORIANO																			
136388	09/16/2010	TR102533	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.00	0.00	\$54.00
PAVE SORIANO																			
136389	09/16/2010	TR103031	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
LEIGHTON EDWARD BULLARD																			
136390	09/16/2010	TR094690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
MICHAEL CARL FORD																			
136391	09/17/2010	TR081071	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$303.00
ERNESTO ENRIGUE HERNANDEZ																			
136392	09/17/2010	TR082555	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$303.00
LUDIVINA ROSAS GARCIA																			
136393	09/17/2010	TR100629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	75.00	\$300.00
ROLANDO SOLIS CANTU																			
136394	09/17/2010	TR100629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	0.00	\$7.00
ROLANDO SOLIS CANTU																			
136395	09/17/2010	TR100629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(225.00)	(75.00)	(\$300.00)
ROLANDO SOLIS CANTU																			

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136396	09/17/2010	TR100629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(7.00)	0.00	(\$7.00)
ROLANDO SOLIS CANTU																			
136397	09/16/2010	TR100629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	75.00	\$300.00
ROLANDO SOLIS CANTU																			
136398	09/16/2010	TR100629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	0.00	\$7.00
ROLANDO SOLIS CANTU																			
136399	09/17/2010	TR096051	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	95.00	\$503.00
ARMON FLOYD PICHON																			
136400	09/17/2010	TR094508	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$303.00
SCOTT TEMPLETON SHARP																			
136401	09/17/2010	TR103025	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	95.10	\$503.10
JETHRO CHIHANG LAW																			
136402	09/17/2010	TR102567	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	14.00	85.00	\$104.00
CHANDRA MONIKA BLANE																			
136403	09/17/2010	TR082029	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$303.00
WILLIAM STEPHEN WILLIAMS																			
136404	09/17/2010	NT090467	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
MATTHEW A GONZALES																			
136405	09/17/2010	TR103269	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
THOMAS R PHILBIN																			
136406	09/17/2010	TR085306	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	175.00	150.00	\$333.00
SANDRA SMITH BRAVO																			
136407	09/17/2010	TR103300	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
SHELBY ELIZABETH LAWSON																			
136408	09/17/2010	TR091530	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$303.00
SPENCER F CROWNOVER																			

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136409	09/17/2010	TR103074	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RUBEN MELENDEZ-HERNANDEZ																			
136410	09/17/2010	TR103075	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
RUBEN MELENDEZ-HERNANDEZ																			
136411	09/17/2010	TR102005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.00	0.00	\$123.00
SIERRA AURIEL MARTINEZ																			
136412	09/17/2010	TR101587	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
MARIA GUADALUPE QUINTERO																			
136413	09/17/2010	TR103315	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
TIMOTHY MICHAEL NEWSOME																			
136414	09/17/2010	NT100021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
JORGE LUIS GOMEZ																			
136415	09/17/2010	NT100020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
MARICELA GOMEZ																			
136416	09/17/2010	TR085716	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	100.00	\$308.00
LORI STACY MORRIS																			
136417	09/17/2010	TR102847	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	110.00	\$160.00
KIRSTEN BAILEY LANDE																			
136418	09/17/2010	TR091433	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	95.00	\$104.00
JOSE ISAIAS CARTAGENA																			
136419	09/17/2010	TR060723	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	151.00	\$354.00
LETITIA YVETTE TURNER																			
136420	09/17/2010	PW100141	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
JAQUIN SANCHEZ																			
136421	09/17/2010	TR102014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
JAMES KENNETH BARNES																			

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136422	09/17/2010	TR103052	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JULIE ANN PROWELL																			
136423	09/17/2010	TR093197	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.00	\$303.00
TIMOTHY JOSEPH JAECKLE																			
136424	09/17/2010	TR084887	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	145.00	\$353.00
LEOPOLDO RODARTE DEVIDEGARAY																			
136425	09/17/2010	TR101688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	610.00	\$610.00
LEOPOLDO RODARTE DEVIDEGARAY																			
136426	09/17/2010	TR101560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	610.00	\$610.00
LEOPOLDO RODARTE DEVIDEGARAY																			
136427	09/17/2010	TR084888	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	320.00	\$320.00
LEOPOLDO RODARTE DEVIDEGARAY																			
136428	09/17/2010	TR103293	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
RANDY ROLAND PEREZ																			
136429	09/20/2010	TR103033	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
ALTON EARL ROSS																			
136430	09/20/2010	TR102538	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	\$100.00
GEORGE STEFAN BROOKS																			
136431	09/20/2010	TR102462	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	31.90	90.10	\$130.00
SPENSER CRAIG KING																			
136432	09/20/2010	NT100271	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	25.00	\$124.00
SERGIO DELUNA-AVILA																			
136433	09/20/2010	TR103080	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
ROGER LEE CRABTREE																			

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136434	09/20/2010	TR091177	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	95.00	\$503.00
FRANK L ARTUSO																			
136435	09/20/2010	TR101078	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	0.00	\$199.00
JASMINE JENAY CHAVIS																			
136436	09/20/2010	LW100228	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	90.00	\$198.00
RONALD ISAAC OSEGUEDA																			
136437	09/20/2010	TR103072	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
CHRISTOPHER D GIBSON																			
136438	09/20/2010	TR102828	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	24.90	90.25	\$123.15
MARIA FRAUSTO																			
136439	09/20/2010	TR093053	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.00	\$303.00
CARMEN LANEA MAY																			
136440	09/20/2010	NT050427	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	50.00	\$300.00
SHARON WOOD																			
136441	09/20/2010	TR103190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
VIOLETA EDELMIRA HOLGUIN-ACOSTA																			
136442	09/20/2010	TR102906	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
EDWARD THOMAS THRASHER																			
136443	09/20/2010	TR102905	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
EDWARD THOMAS THRASHER																			
136444	09/20/2010	TR103287	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ANTHONY KEITH ELLISON																			
136445	09/20/2010	TR103301	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DARLA D TYLER																			
136446	09/20/2010	TR103206	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MAUREEN THERESA SULLIVAN																			

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136447	09/20/2010	TR102851	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
STUART DUNCAN PALMER																			
136448	09/20/2010	TR091171	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00	25.00	\$56.00
STUART DUNCAN PALMER																			
136449	09/20/2010	TR103109	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
SCOTT WILLIAM HOMANN																			
136450	09/20/2010	LW100231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	60.00	\$265.00
TOMMY GAIL MECASKEY																			
136451	09/20/2010	TR103017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
WILLIE TATE BOYD																			
136452	09/20/2010	PW100120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
MARK ANTHONY BENAVIDES																			
136453	09/20/2010	TR103279	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
REBEKAH DAWN MARROQUIN																			
136454	09/20/2010	PW090023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	144.00	26.00	65.00	\$240.00
JUSTIN CHASE MARTINKA																			
136455	09/20/2010	TR102576	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
ABEL LUNA																			
136456	09/21/2010	TR103261	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.90	90.10	\$294.00
IRENE POLASEK STOJANIK																			
136457	09/21/2010	PW100134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
JOSE HECTOR MEJIA																			
136458	09/21/2010	TR103291	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
ELOY RAMIREZ																			
136459	09/21/2010	TR103231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
STEVEN ANDREW GONZALES																			

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136460	09/21/2010	TR103070	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
HECTOR ARTURO VILLA																			
136461	09/21/2010	TR102911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	30.00	60.00	\$95.00
LEONEL TRUILLO MALDONADO																			
136462	09/21/2010	TR102912	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LEONEL TRUILLO MALDONADO																			
136463	09/21/2010	TR103278	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
TROY MAX KIMMEL																			
136464	09/21/2010	TR101946	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	13.90	140.10	\$162.00
JASON KELLY ENGLAND																			
136465	09/21/2010	TR102863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.00	110.00	\$153.00
JASON KELLY ENGLAND																			
136466	09/21/2010	TR103181	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
JAMES HOWARD MORGAN																			
136467	09/21/2010	TR103078	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
NATHAN RALPH COHEN																			
136468	09/21/2010	TR103111	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	303.90	90.10	\$402.00
JAKE EVAN BRADSHAW																			
136469	09/21/2010	TR091624	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.00	25.00	\$83.00
CALVIN BERNARD SHAW																			
136470	09/21/2010	TR102803	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MARISSA JEAN WEGSCHEID																			
136471	09/21/2010	TR102545	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BARBARA WILLIAMS																			
136472	09/21/2010	TR102544	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
BARBARA WILLIAMS																			

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136473	09/21/2010	TR102977	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
RYAN KENDALL WOLFF																			
136474	09/21/2010	LW100214	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LEONARDO ANIBAL RIVERO																			
136475	09/21/2010	TR102007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25.00	\$125.00
VALERIE BLYTHE TELLEZ																			
136476	09/21/2010	TR102791	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165.00	0.00	\$165.00
JIMMY SHANE MELTON																			
136477	09/21/2010	TR101340	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	\$225.00
DUSTIN LANE GRAY																			
136478	09/21/2010	TR103061	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
CHRISTOPHER ALAN BAZAN																			
136479	09/21/2010	TR090639	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	52.00	150.00	\$210.00
ZACHARY RYAN ORTEGA																			
136480	09/21/2010	TR103064	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
CHRISTOPHER BRYAN MAY																			
136481	09/21/2010	TR103221	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAMES DOW CARTER																			
136482	09/21/2010	TR103355	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAMES DARYL WALKER																			
136483	09/21/2010	TR103041	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
JOSE ARMANDO SERNAS																			
136484	09/21/2010	TR103042	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
JOSE ARMANDO SERNAS																			
136485	09/22/2010	TR101763	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	150.10	\$355.00
CODY JAMES EGAN																			

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136486	09/22/2010	TR102662	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
CODY JAMES EGAN																			
136487	09/22/2010	TR095767	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
DNESHIA FRENSHELL GRIFFIN																			
136488	09/22/2010	TR095426	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JUAN SOTELO-BELLO																			
136489	09/22/2010	NT090562	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265.00	75.00	\$340.00
SHAINA TIVONE WOLFE																			
136490	09/22/2010	TR100777	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	205.00	\$255.00
MISTY MICHELLE WHITE																			
136491	09/22/2010	TR100777	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	\$450.00
MISTY MICHELLE WHITE																			
136492	09/22/2010	TR100870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	205.00	\$255.00
MISTY MICHELLE WHITE																			
136493	09/22/2010	TR100870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	\$450.00
MISTY MICHELLE WHITE																			
136494	09/22/2010	TR100870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(450.00)	0.00	(\$450.00)
MISTY MICHELLE WHITE																			
136495	09/22/2010	TR100870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	\$450.00
MISTY MICHELLE WHITE																			
136496	09/23/2010	TR103191	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
TANIA TREJO-MARTINEZ																			
136497	09/23/2010	PW100121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
ALAN WAYNE BLEDSON																			
136498	09/23/2010	TR102809	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	90.10	\$298.10
JOSE LUIS AGUILAR																			

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136499	09/23/2010	NT100058	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
MANUEL DIMAS																			
136500	09/23/2010	LW100234	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	105.00	60.00	\$170.00
MARK GEORGE GORUBEC																			
136501	09/23/2010	LW100235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	99.00	60.00	\$164.00
MARK GEORGE GORUBEC																			
136502	09/23/2010	TR101719	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
SHARMAYNE MONIQUE BLAKELY																			
136503	09/23/2010	TR102758	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	0.00	\$135.00
GLYN WILSON SUTTLE																			
136504	09/23/2010	TR103128	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JASON RAY MIKULENCAK																			
136505	09/23/2010	NT100308	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	60.00	\$66.00
CAROLINE R LOVE																			
136506	09/23/2010	NT100306	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	60.00	\$66.00
CAROLINE R LOVE																			
136507	09/23/2010	TR102411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
ERIN GRACE COWART																			
136508	09/23/2010	TR102412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.00	0.00	\$163.00
ERIN GRACE COWART																			
136509	09/23/2010	TR101977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25.00	\$125.00
ESAU LOPEZ																			
136510	09/23/2010	TR103056	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ARTURO CARLOS LOPEZ																			
136511	09/23/2010	TR103229	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
KATELYN PAIGE GRAY																			

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136512	09/23/2010	NT090059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	25.00	\$55.00
TRACY RAWLINSON																			
136513	09/23/2010	TR103107	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
WESLEY PAUL ACUNA																			
136514	09/23/2010	TR091416	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.00	\$303.00
JOHN KENNETH SMITHEY																			
136515	09/23/2010	TR103294	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
DANIEL ROMERO																			
136516	09/23/2010	PW100130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
SHAUN WAYNE TALLEY																			
136517	09/23/2010	TR080555	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
THOMAS M REARDON																			
136518	09/23/2010	TR075120	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	81.00	136.00	\$225.00
THOMAS MICHAEL REARDON																			
136519	09/23/2010	TR103172	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
ALESSIA MAURI																			
136520	09/23/2010	TR103295	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
TIMOTHY LEE HENRIE																			
136521	09/23/2010	TR103309	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
PATRICK WILLIAM REILLY																			
136522	09/23/2010	TR103058	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JAMES STEPHEN CASTRO																			
136523	09/23/2010	TR103104	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
FRANK EDWIN STEPHENSON																			
136524	09/23/2010	TR103299	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CARLY REBECCA COWEN																			

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136525	09/23/2010	LW100125	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.00	0.00	\$112.00
ROBERT TROY HEARSE																			
136526	09/23/2010	TR102893	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
DAN RICARDO MARQUEZ																			
136527	09/23/2010	TR103162	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
PARICHART N LAOCHALOENVANICH																			
136528	09/23/2010	TR103219	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JONATHAN EDWARD MCATEE																			
136529	09/23/2010	TR102892	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
EDDIE LEWIS JONES																			
136530	09/23/2010	TR103151	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
REYNA BALDERAS HERNANDEZ																			
136531	09/23/2010	TR103152	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
REYNA BALDERAS HERNANDEZ																			
136532	09/23/2010	TR103173	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHRISTOPHER AARON SIPES																			
136533	09/23/2010	TR103129	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
ALMA BEATRIZ GARCIA																			
136534	09/23/2010	TR103171	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DEANTHONY RAFAEL THOMAS																			
136535	09/23/2010	TR103148	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MELISSA DAWN KELLY																			
136536	09/23/2010	TR103223	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PAUL LEIATAUA MULITAUAOPELE																			
136537	09/23/2010	TR095386	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	224.00	95.00	\$327.00
KRISTA RENEE WARREN																			

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136538	09/23/2010	TR101746	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	110.10	\$160.00
CRYSTAL DAWN REININGER																			
136539	09/23/2010	TR102961	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	153.90	90.10	\$252.00
MATIANA LOPEZ GARCIA																			
136540	09/23/2010	TR102384	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
DARLYN FAYE OLBRICH																			
136541	09/23/2010	TR102843	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JOHANNA BETH HOOL																			
136542	09/23/2010	TR094316	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	110.00	\$465.00
JOHANNA BETH HOOL																			
136543	09/23/2010	TR100046	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	140.10	\$648.00
CYNTHIA COLETTE SERNA																			
136544	09/23/2010	TR101052	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
CYNTHIA COLETTE SERNA																			
136545	09/24/2010	PW100133	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
ERIC DELGADO																			
136546	09/24/2010	TR103101	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
SAUL DIAZ CORONA																			
136547	09/24/2010	TR100417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
SAMANTHA LOUISE BRADLEY																			
136548	09/24/2010	TR100417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(200.00)	0.00	(\$200.00)
SAMANTHA LOUISE BRADLEY																			
136549	09/24/2010	TR100417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	\$200.00
SAMANTHA LOUISE BRADLEY																			
136550	09/24/2010	TR103204	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
BARBARA JEAN TERRY																			

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136551	09/24/2010	NT100229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.00	0.00	\$144.00
JIMMY SANCHEZ ALEMAN																			
136552	09/24/2010	TR103174	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
LAURIE ANN RAESZ																			
136553	09/24/2010	TR091388	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.00	0.00	\$130.00
VERONICA BERNAL DELGADO																			
136554	09/24/2010	LW100239	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DOUGLAS GENE SOWDERS																			
136555	09/24/2010	PW100143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
PABLO G HERNANDEZ																			
136556	09/24/2010	TW100032	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
MICHAEL ANDREW GRIMES																			
136557	09/24/2010	PW100132	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
MACK DANIEL CLARY																			
136558	09/24/2010	TR103396	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
RANDALL KENNETH CASEBIER																			
136559	09/24/2010	TR101673	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	25.00	\$325.00
JUAN FRANCISCO MATA																			
136560	09/24/2010	TR103264	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JONATHAN SHINDA SHIH																			
136561	09/24/2010	TR090815	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
LARRY CHRISTOPHER PAGE																			
136562	09/24/2010	TR090814	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	65.00	\$105.00
LARRY CHRISTOPHER PAGE																			
136563	09/24/2010	TR103344	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
SHERRY JEAN CALVIN																			

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136564	09/24/2010	TR103341	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
LINDA RENEE GOOTMAN																			
136565	09/24/2010	TR102928	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	0.00	\$99.00
SUSAN ELAINE CASTILLO																			
136566	09/24/2010	TR103215	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	60.10	\$66.00
EDWARD LEN VOYLES																			
136567	09/24/2010	NT090467	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.00	0.00	\$89.00
MATTHEW A GONZALES																			
136568	09/24/2010	NT090361	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	65.00	\$570.00
HAROLD DEWEY IRBY																			
136569	09/24/2010	TR103335	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
LYNDON KYLE SKILLMAN																			
136570	09/24/2010	TR103147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
COLBY DEAN OLSON																			
136571	09/24/2010	TR103339	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LINDA JANSKY KUHN																			
136572	09/24/2010	TR103119	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DENNIS MURL LEWIS																			
136573	09/27/2010	TR103235	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
JEREMY SEAN DAHLBERG																			
136574	09/27/2010	TR103085	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
DANNY LISTYO																			
136575	09/27/2010	TR101680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	145.00	\$155.00
MARY A CHAPA																			
136576	09/27/2010	TR103100	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	199.90	90.10	\$298.00
ANTHONY TERRANCE SHIPP																			

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136577	09/27/2010	TR101919	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	140.10	\$648.00
RICHARD BRYAN SMITH																			
136578	09/27/2010	TR103207	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
VICTOR MANUEL PEREZ																			
136579	09/27/2010	TR102810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.00	0.00	\$194.00
RICARDO SOTELO																			
136580	09/27/2010	TR102668	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
RICHARD BRYAN SMITH																			
136581	09/27/2010	TR090947	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	95.00	\$253.00
TERRIE EILEEN MEYER																			
136582	09/27/2010	TR103415	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
BO JESTIN CLARK																			
136583	09/27/2010	TR084469	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	70.00	\$76.00
EDUARDO MENDOZA																			
136584	09/27/2010	NT100147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	\$90.00
JAMES RAY FIELDS																			
136585	09/27/2010	TR090784	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	100.00	\$151.00
BRANDI NICOLE CARRASCO																			
136586	09/27/2010	LW100256	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	295.00	60.00	\$360.00
JOSE LUIS BARRIGA																			
136587	09/27/2010	TR103274	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	60.00	\$104.00
MICHAEL LEE DEICHMAN																			
136588	09/27/2010	TR103188	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MATHEW LYN RUBIO																			
136589	09/27/2010	JV100022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
LORENZO CRAWFORD-SANFORD																			

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136590	09/27/2010	NT100245	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.00	0.00	\$91.00
TIMOTHY BRADLEY DAVID																			
136591	09/27/2010	NT100245	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
TIMOTHY BRADLEY DAVID																			
136592	09/27/2010	LW100155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.00	25.00	\$116.00
SANTIAGO GONZALES																			
136593	09/27/2010	LW100217	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
DON LEON GROCE																			
136594	09/27/2010	PW100135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
DOUG ALLEN RICHEY																			
136595	09/27/2010	TR101924	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
KRISTON DEVE ROGERS																			
136596	09/27/2010	TR103336	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
DOUGLAS STEWIEN																			
136597	09/27/2010	TR095559	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242.00	25.00	\$267.00
MATTHEW WADE STRAIN																			
136598	09/27/2010	TR103134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	104.00	60.00	\$169.00
HECTOR RAUL VILLARREAL																			
136599	09/27/2010	TR103062	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
MATTHEW MILES WALSH																			
136600	09/27/2010	TR103193	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
KATHY RENEE STANLEY																			
136601	09/27/2010	TR092260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
ZACHARY RYAN ORTEGA																			
136602	09/27/2010	TR103123	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
STEPHEN EDWARD MARSHALL																			

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136603	09/27/2010	TR103290	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MEGAN ELIZABETH COLWELL																			
136604	09/27/2010	TR101191	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.00	25.00	\$80.00
MARCO ANTONIO CARDENAS-CASTILLO																			
136605	09/27/2010	TR101192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.25	25.00	\$141.25
MARCO ANTONIO CARDENAS-CASTILLO																			
136606	09/27/2010	TR102556	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.50	25.00	\$177.50
MARCO ANTONIO CARDENAS-CASTILLO																			
136607	09/27/2010	TR103117	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	42.00	90.00	\$140.00
SAMUEL LEE SILVA																			
136608	09/27/2010	TR103246	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
MARK LEE FERGUSON																			
136609	09/28/2010	NT100285	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	\$50.00
LEONCIO JARAMILLO																			
136610	09/28/2010	TR102398	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	25.00	\$120.00
KATHERINE COLLEEN DALY																			
136611	09/28/2010	TR103049	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	90.00	\$123.00
FERNANDO SALAZAR																			
136612	09/28/2010	TR101827	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	\$51.90
JAMES CHRISTOPHER WEEMS																			
136613	09/28/2010	TR103105	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
DIAMIRA YAMILET GONZALEZ																			
136614	09/28/2010	TR094095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	25.00	\$150.00
MATTHEW ALLEN KRAUSER																			

Aquaforest TIFF Junction Evaluation

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136615 JOSE ARTURO GONZALEZ-MARTINEZ	09/28/2010	TR102938	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	64.90	60.10	\$130.00
136616 MIKE ANTHONY MOORE	09/28/2010	TR085498	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	105.00	\$313.00
136617 GUADALUPE NAVARRO OROZCO	09/28/2010	TR103149	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
136618 JUAN MANUEL RIVERA	09/28/2010	LW100227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
136619 JONATHAN MICHAEL HEDGE	09/28/2010	LW100210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
136620 JOSEPH SHERMAN ELLINGTON	09/28/2010	LW100197	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	105.00	60.00	\$170.00
136621 FRANCISCO JAVIER CAMACHO	09/28/2010	TR090311	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	70.00	\$1,075.00
136622 ASHISH K GUPTA	09/28/2010	TR103266	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
136623 KEITH ALAN HUFF	09/28/2010	TR103141	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
136624 KEITH ALAN HUFF	09/28/2010	TR103143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.00	60.00	\$105.00
136625 STACI HANCOCK BROW	09/28/2010	TR103212	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	90.10	\$195.00
136626 PHYLLIS WILSON COBB	09/28/2010	TR094661	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	25.00	\$124.00
136627 JANIE SAUCEDA BATEMAN	09/28/2010	TR103214	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	90.10	\$195.00

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136628	09/28/2010	TR102739	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
MICHAEL ANTHONY VELA																			
136629	09/28/2010	TR102217	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	115.00	\$155.00
WILLIS HIRL BARNETT																			
136630	09/28/2010	TR102802	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.00	0.00	\$64.00
SONYA YVETTE TERRY																			
136631	09/28/2010	TR103298	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
STERLING WAFFORD																			
136632	09/28/2010	TR103310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PATRICK WILLIAM REILLY																			
136633	09/28/2010	TR101719	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	119.00	0.00	\$119.00
SHARMAYNE MONIQUE BLAKELY																			
136634	09/28/2010	TR101951	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.00	0.00	\$151.00
TAMMY NICOLE HAWKINS																			
136635	09/28/2010	TR103237	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
MARION DEWAYNE SOWERS																			
136636	09/28/2010	JV100152	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	90.10	\$298.10
JOSE S MORALES-VASQUEZ																			
136637	09/30/2010	TR103135	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JOHN KELLY MUNSCH																			
136638	09/30/2010	TR103156	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
CHARLOTTE LOUISE MCCLURE																			
136639	09/30/2010	TR103183	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
DILLAN MITCHELL PRUETT																			
136640	09/30/2010	TR103184	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
DILLAN MITCHELL PRUETT																			

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136641	09/30/2010	TR101741	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	140.10	\$300.00
ANDRES ELISEO FLORES																			
136642	09/30/2010	TR102400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	25.00	\$150.00
MONICA ANN VASQUEZ																			
136643	09/30/2010	TR102400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.50	0.00	\$24.50
MONICA ANN VASQUEZ																			
136644	09/30/2010	TR102651	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
DAVID THOMAS ELIZONDO																			
136645	09/30/2010	TR093383	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	110.00	\$465.00
GRACIELA GARZA																			
136646	09/30/2010	TW100049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
LAURA ANNE GREGORY																			
136647	09/30/2010	TR093580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.00	110.00	\$310.00
JUAN SOTELO-BELLO																			
136648	09/30/2010	TW100058	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ROGER PAUL MORENO																			
136649	09/30/2010	LW090235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	125.00	\$131.00
GREG H DURAN																			
136650	09/30/2010	TW100043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
AMANDA CHRISTINE NEAL																			
136651	09/30/2010	TW100044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	160.90	\$410.90
AMANDA CHRISTINE NEAL																			
136652	09/30/2010	TR094935	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	77.00	140.00	\$225.00
TERRY JAMES ACHANE																			
136653	09/30/2010	TW100050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.00	60.00	\$162.00
LAURA ANNE GREGORY																			

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136654	09/30/2010	PW100060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	425.00	75.00	65.00	\$570.00
MILTON ARNOLD BARNES																			
136655	09/30/2010	TR093579	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	110.00	\$465.00
JUAN SOTELO-BELLO																			
136656	09/30/2010	TR103277	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
AMY ELIZABETH DALTON																			
136657	09/30/2010	LW100195	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	90.00	\$123.00
BRADLEY ALLEN GEST																			
136658	09/30/2010	TR101934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
ASHLEY MICHELLE CARTER																			
136659	09/30/2010	TR102898	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	2.00	90.00	\$100.00
JORDAN GEORGE ORTA																			
136660	09/30/2010	TR102898	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	0.00	\$48.00
JORDAN GEORGE ORTA																			
136661	09/30/2010	TR102866	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
OSCAR ALI VILLALOBOS																			
136662	09/30/2010	TR103270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	30.00	60.00	\$95.00
ALBA MAGDALENA CASTRO																			
136663	09/30/2010	TR102241	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	110.10	\$310.00
OSCAR ALI VILLALOBOS																			
136664	09/30/2010	TR101597	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	135.10	\$340.10
COREY JEROME SMITH																			
136665	09/30/2010	HC100027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	60.00	\$160.00
JAMES D ZYCHA																			
136666	09/30/2010	TR101596	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	172.00	\$380.00
COREY JEROME SMITH																			

**211 W. 6th St.
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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
136667	09/30/2010	LW100218	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
ROY VERNON NELSON																			
136668	09/30/2010	TR102980	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
RAUL ZANABRIA																			
136669	09/30/2010	TR103240	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
GUADALUPE GALLARDO																			
136670	09/30/2010	TR103403	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CORBY LANE BROWN																			
136671	09/30/2010	NT090349	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
MIAGARIA WHITE BENFORD																			
136672	09/30/2010	TR061153	0.00	181.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	106.00	\$787.80
JOHN P BLONDEAU																			
136673	09/30/2010	TW100081	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
AMBER MICHELLE LIVELY																			
136674	09/30/2010	TW100064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
MICHAEL WAYNE DOWNEY																			
136675	09/30/2010	TW100061	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
JAMIE LEE VILLARREAL																			
136676	09/30/2010	TR103429	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	70.00	\$420.00
CINDY GOMEZ																			
136677	09/30/2010	TR103430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.90	70.10	\$265.00
CINDY GOMEZ																			
136678	09/30/2010	TR103253	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	156.90	90.10	\$255.00
FREDDIE NEAL TILLMAN																			
136679	09/30/2010	TW100062	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.00	60.00	\$162.00
JAMIE LEE VILLARREAL																			

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	175	839.05	814.05	261.90	0.00	270.00	0.00	282.15	25.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	131	645.00	625.00	130.00	10.00	315.00	0.00	170.00	20.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	16	80.00	80.00	20.00	0.00	25.00	0.00	35.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	1	20.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0100-0000-341804
DIS	DISMISSAL FEE	35	350.00	350.00	120.00	0.00	130.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	1	181.80	181.80	0.00	0.00	181.80	0.00	0.00	0.00	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	57	504.90	504.90	99.00	9.90	336.60	0.00	59.40	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	526	68,372.10	59,143.30	19,902.90	233.80	18,128.05	0.00	20,878.55	9,120.80	108.00	0.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	16	2,099.00	2,099.00	680.00	0.00	765.00	0.00	654.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	245	710.43	695.43	162.00	6.00	312.00	0.00	215.43	15.00	0.00	0.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

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Aquaforest TIF Junction Evaluation														
FEE CODE	FEE DESC	QTY	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE	
ABSTRACT	ABSTRACT OF JUDGMEN	4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804	
AFC3.	CONTABLE ARREST FEE	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341913	
AFC4.	CONTABLE ARREST FEE	15	75.00	75.00	35.00	0.00	35.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341914	
AFGPD	GRANGER POLICE DEPAI	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0100-0000-341804	
AFHPD	HUTTO POLICE DEPARTM	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804	
AFTPD	TAYLOR POLICE DEPART	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804	
AFUPD	UNIVERSITY POLICE DEP	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804	
AWF	AUSTIN POLICE DEPARTM	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804	
BOND	CASH BOND	3	1,540.00	1,540.00	1,540.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700	
C1W.	CONSTABLE 1 WARRANT	49	2,350.00	2,350.00	950.00	0.00	200.00	0.00	1,200.00	0.00	0.00	0.00	0100-0000-341911	
C3W.	CONSTABLE 3 WARRANT	3	150.00	150.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341913	
C4W.	CONSTABLE 4 WARRANT	7	350.00	350.00	100.00	0.00	50.00	0.00	200.00	0.00	0.00	0.00	0100-0000-341914	
CCC	CONSOLIDATED COURT C	398	15,512.87	14,712.87	4,295.60	80.00	5,600.00	0.00	4,737.27	800.00	0.00	0.00	0399-0000-208160	
CHS	COURTHOUSE SECURITY	397	1,163.43	1,103.43	322.14	6.00	420.00	0.00	355.29	60.00	0.00	0.00	0360-0000-341150	
CHS2	COURTHOUSE SECURITY	6	6.00	5.00	1.00	0.00	1.00	0.00	3.00	1.00	0.00	0.00	0361-0000-341154	
CHS2A	COURTHOUSE SECURITY	391	381.81	362.81	106.38	2.00	139.00	0.00	115.43	19.00	0.00	0.00	0361-0000-341154	
COM	COMMITMENT	30	150.00	45.00	15.00	0.00	10.00	0.00	20.00	105.00	0.00	0.00	0100-0000-341804	
CSS	SAFETY SEAT SYSTEMS I	2	0.30	0.30	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0399-0000-208721	
CWF	WILLIAMSON COUNTY W	36	1,800.00	1,300.00	350.00	0.00	750.00	0.00	200.00	500.00	0.00	0.00	0100-0000-341804	
FNLC	FINE-LOCAL PORTION	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304	
FNTC	FINE-TRAUMA CENTER	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208720	
HWF	HUTTO POLICE DEPARTM	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804	
IDF	INDIGENT DEFENSE FEE	387	755.62	719.62	210.76	4.00	274.00	0.00	230.86	36.00	0.00	0.00	0399-0000-208703	
JCTF	JUSTICE COURT TECHNO	397	1,551.24	1,471.24	429.52	8.00	560.00	0.00	473.72	80.00	0.00	0.00	0372-0000-341144	
JRF	STATE JURY REIMBURSE	397	1,551.24	1,471.24	429.52	8.00	560.00	0.00	473.72	80.00	0.00	0.00	0399-0000-208235	
JSF	JUDICIAL SUPPORT FEE	397	2,306.86	2,190.86	640.28	12.00	834.00	0.00	704.58	116.00	0.00	0.00	0399-0000-208352	
MV	STATE CIVIL JUSTICE DA	179	17.10	16.90	4.90	0.20	7.40	0.00	4.40	0.20	0.00	0.00	0399-0000-208415	
OVER	OVER PAYMENT OF FINE	5	15.90	15.90	8.90	0.00	7.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700	
REL	RELEASE	30	150.00	45.00	15.00	0.00	10.00	0.00	20.00	105.00	0.00	0.00	0100-0000-341804	
RRWF	ROUND ROCK POLICE DE	2	100.00	50.00	0.00	0.00	50.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804	
SPF	SPECIAL PROCESSING FE	11	1,300.00	1,300.00	350.00	0.00	300.00	0.00	650.00	0.00	0.00	0.00	0100-0000-341804	
STF	STATE TRAFFIC FEE	245	7,104.30	6,954.30	1,620.00	60.00	3,120.00	0.00	2,154.30	150.00	0.00	0.00	0399-0000-208425	
SUB	SUBPOENA FEE	42	210.00	205.00	65.00	0.00	50.00	0.00	90.00	5.00	0.00	0.00	0100-0000-341914	
SUM	SUMMONS FEE	18	90.00	80.00	35.00	0.00	5.00	0.00	40.00	10.00	0.00	0.00	0100-0000-341914	
TP	TIME PAYMENT	59	1,370.25	1,295.25	550.00	0.00	325.00	0.00	420.25	50.00	25.00	0.00	0399-0000-208860	
TWF	TAYLOR POLICE DEPART	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804	
TWFINE	TOLLWAY FINE	11	201.50	201.50	100.60	0.00	0.00	0.00	100.90	0.00	0.00	0.00	0100-0000-207027	

Aquaforest TIFF Junction Evaluation

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TOTALS SUMMARY	4736	114,280.70	102,574.70	33,570.40	439.90	33,820.85	0.00	34,743.55	\$11,573.00	133.00	0.00
Direct Deposit	\$0.00										
Cash	\$33,570.40							CSR Credit	\$133.00		
Checks	\$439.90							Jail Credit	\$11,573.00	Post for Refund	\$0.00
Money Orders	\$33,820.85							Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$34,743.55	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$102,574.70	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$11,706.00	TOTAL PAID	\$0.00		

Aquaforest TIFF Junction Evaluation

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

Pg. 49

Date Printed: 9/30/2010
Time Printed: 6:37:46PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
01-0100-0000-207008		1,540.00	0.00	0.00	0.00	1,540.00
0100-0000-209600		1,445.00	654.00	0.00	0.00	2,099.00
0100-0000-209700		15.90	0.00	0.00	0.00	15.90
0100-0000-341804		3,622.40	1,546.98	1,025.00	0.00	6,194.38
0100-0000-341904		5.00	0.00	0.00	0.00	5.00
0100-0000-341911		1,150.00	1,200.00	0.00	0.00	2,350.00
0100-0000-341913		5.00	150.00	0.00	0.00	155.00
0100-0000-341914		370.00	335.00	15.00	0.00	720.00
0100-0000-351304		38,264.75	20,878.55	9,228.80	0.00	68,372.10
0360-0000-341150		748.14	355.29	60.00	0.00	1,163.43
0361-0000-341154		249.38	118.43	20.00	0.00	387.81
0372-0000-341144		997.52	473.72	80.00	0.00	1,551.24
0399-0000-208160		9,975.60	4,737.27	800.00	0.00	15,512.87
0399-0000-208235		997.52	473.72	80.00	0.00	1,551.24
0399-0000-208352		1,486.28	704.58	116.00	0.00	2,306.86
0399-0000-208400		500.00	205.00	20.00	0.00	725.00
0399-0000-208425		4,800.00	2,154.30	150.00	0.00	7,104.30
0399-0000-208720		0.00	0.00	0.00	0.00	0.00
0399-0000-208860		875.00	420.25	75.00	0.00	1,370.25
0399.0000.208703		488.76	230.86	36.00	0.00	755.62
0399-0000-208721		0.00	0.30	0.00	0.00	0.30
0399-0000-208415		12.50	4.40	0.20	0.00	17.10
0100-0000-207027		100.60	100.90	0.00	0.00	201.50
01.0100.0000.207017	DLQ FEE	181.80	0.00	0.00	0.00	181.80
TOTALS :		67,831.15	34,743.55	11,706.00	0.00	114,280.70

Receipt Numbers
136110 - 136685

Discuss and take action on appointment of Barry Smith to ESD#5 Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on appointment of Barry Smith to ESD#5 in Jarrell. He will be replacing Ashley Reeves. Term will be November 2010 to November 2012.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Barry](#)

Form Routing/Status

Form Started By: Terri Countess
Started On: 10/13/2010 08:24 AM
Final Approval Date: 10/13/2010

Barry D. Smith
223 Druse Lane
Jarrell, Tx. 76537
512-639-5499
bsmith8949@yahoo.com

Employment History

My Buddy's Lawn and Landscaping – Jarrell, TX

06/01/09 - Present **Owner/Operator**

- *Provide* residential and commercial landscaping and grounds maintenance services

Signature Landscape – Burnet, TX

2008 - 2009 **Co-Owner**

- *Provide* residential and commercial landscaping and grounds maintenance services

Indianapolis Christian School – Indianapolis, IN

2003 - 2008 **Teacher/Coach for 2nd-12th grade**

- *Teach* science, math, and Bible for all grade levels
- *Coach* elementary soccer and basketball
- *Facilitate* elementary gym activities
- *Coach* girl's high school volleyball, basketball, and coed softball

Walmart – Greenfield, IN

2002-2003 **Department Manager: Garden Center**

- *Oversee* Garden Center Operations

2001-2002 **Assistant Manager**

- *Set up* Walmart stores at various locations, specifically meat and delicatessen departments
- *Train and Supervise* new employees for the efficient operation of departments

Elkins Telecommunications – Bryan, TX

2000-2001 **Project Coordinator**

- *Coordinated* activities between clients, Elkins construction personnel, subcontractors, vendors, and property owners during construction projects for cellular communications towers

Smith Landscaping – College Station, TX

1994-2000 **Owner/Operator**

- *Managed* thirty plus customers accounts
- *Supervised* eighteen employees
- *Consult*, plan and supervise landscape projects.

Texas A&M University Geochemical Environmental Research Group (GERG) College Station, TX

1989-1992 **Technician II**

- *Established* new laboratories for processing environmental samples
- *Trained* sixteen new employees
- *Formulated* work schedules and supervised operations
- *Planned* and monitored sample processing
- *Developed* sample status and tracking system
- *Reported* sample status to senior staff
- *Trained* by Environmental Protection Agency (EPA) for Environmental Monitoring and Assessment Program
- *Collected* environmental field samples
- *Authored* proposal for samples custodian position based on experience and information gathered from EPA, EXXON, laboratory technicians and senior staff

Academic and Community Involvement

2002-2003 – Assistant Soccer Coach – Indianapolis Christian School

2001-2002 – Interim Soccer Coach – Indianapolis Christian School

1997-1998 – Team Delegate – College Station Soccer Club

1995-1997 – Chairperson – Head Start Policy Council

Member – Bond Oversight Committee, Alternative School Site Committee

1995 Interim Treasurer – Head Start Policy Council

1994 Founding President – Agricultural Education Graduate Student Society

Education

Texas A&M University, College Station TX 1992-1994

Master of Education Agricultural

Texas A&M University, College Station, TX 1986-1989

Bachelor of Science Agricultural

Southwest Texas Junior College, Uvalde, TX. 1984-1985

Air Science –Private Pilots License

Sul Ross State University, Alpine, TX 1982-1984

Education Major

Honor, Awards, and Certificates

1997 Outstanding Volunteer Award, State of TX.–Texas Society of CPA's Helping School programs

CPA's Outstanding Volunteer Award, Brazos Valley Chapter, Texas Society of CPA's Helping school programs

Distinguished Volunteer Award, College Station Independent School District

1989 Teachers Certification – Agricultural Sciences, TX
Commercial Driver's License, TX

1988 Distinguished Student Award, Texas A&M University – Department of Agricultural Education

1985 Private Pilots License – Single Engine Land

References

Mrs. Betty Speight, Administrator –Indianapolis Christian School
620 E. 10th Street, Indianapolis, IN 46202 317-636-4560

Mr. George Fowler, Nelnet
2938 Percheron Lane, Indianapolis, IN 46227 317-786-8624

Mr. David Eighinger, Owner Lennox Machine
481 Marion Avenue, Mansfield, OH 44903 419-747-7198

Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Hear the 2010 Construction Summary Report for Road Bond and Pass Through Financing Projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Oct 10 CSR](#)

Form Routing/Status

Form Started By: Wendy Started On: 10/15/2010 10:25
Coco AM
Final Approval Date: 10/15/2010



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

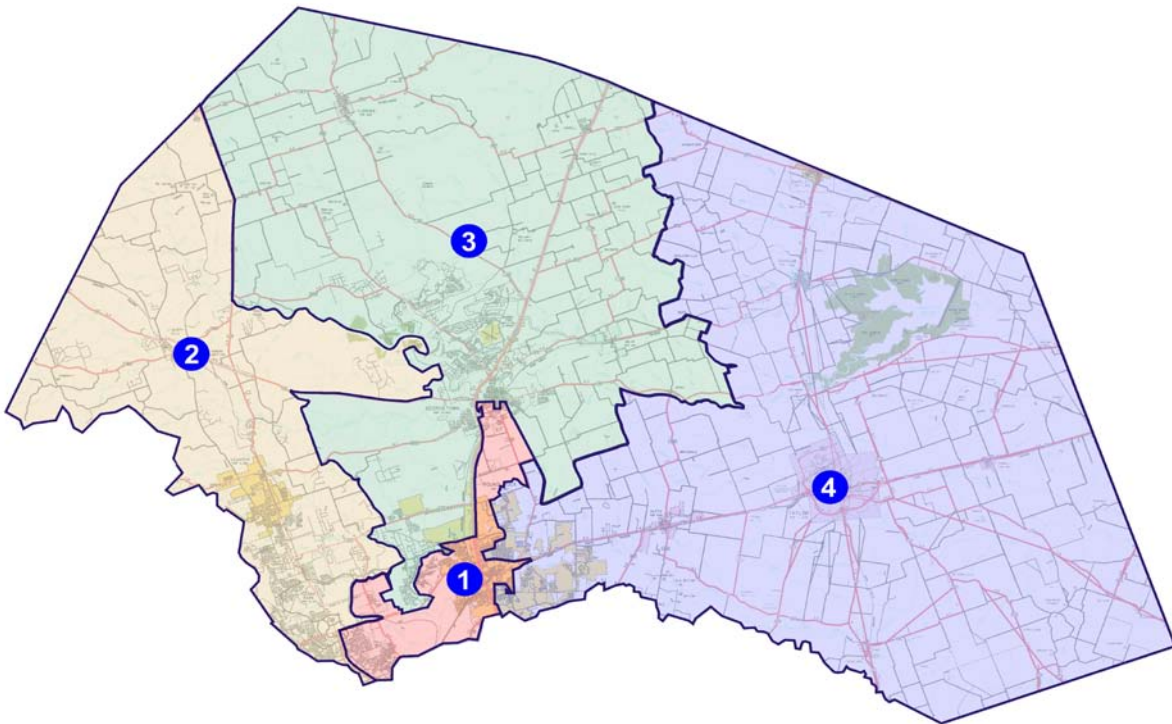
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

October 2010

WWW.ROADBOND.ORG

Volume IX - Issue No. 10



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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Ronald W. Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)	10
CR 175, Phase 2A Extension (Regional Park to Creekside Meadows)	13
Pass Through: US 183 (Riva Ridge Rd to SH 29)	14
CR 214, Phase 2A (Rolling Hills to San Gabriel Ranch Road).....	16
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PRECINCT No. 3 – Commissioner Valerie Covey	19
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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2010

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009
- SE Inner Loop @ FM 1460 – November 2009
- CR 111 (Westinghouse Road) – June 2010
- Pond Springs Road – September 2010

Precinct 2

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010

Precinct 3

- DB Wood/Cedar Breaks – June 2004
- Cedar Breaks Road – June 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sept 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – June 2008
- SH 29 / CR 104, Ph. 1 – July 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – August 2008

Precinct 4

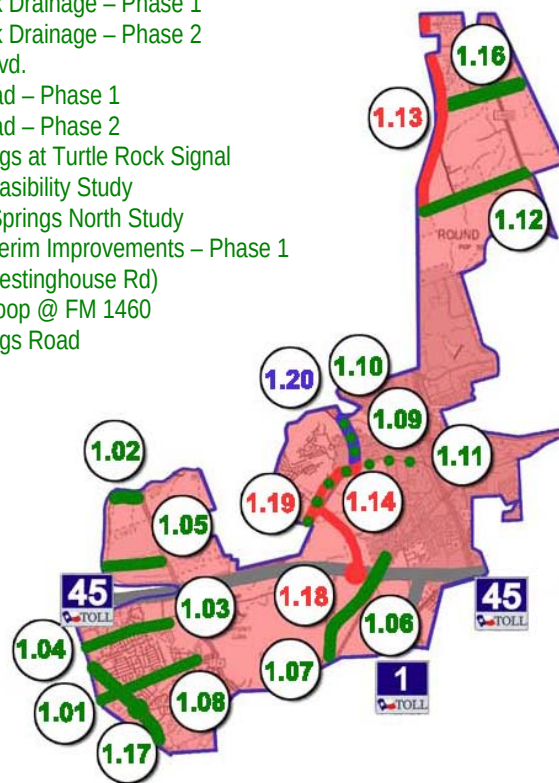
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008
- Gattis School Road – June 2010
- US 79, Section 5B – August 2010

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road



Under Construction / Bidding

- 1.20 Wyoming Springs

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620: Cornerwood Dr to Wyoming Springs

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)
Project No. 08WC608

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010		730	60	790	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	10
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	14
5	10/1/2008	10/31/2008	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	17
6	11/1/2008	11/30/2008	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	21
7	12/1/2008	12/31/2008	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	25
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	29
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	33
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	37
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	40
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	44
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	48
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	52
15	8/1/2009	8/31/2009	31	\$245,723.19	\$4,466,462.12	\$12,932.80	\$235,076.95	79	56
16	9/1/2009	9/30/2009	30	\$296,925.12	\$4,763,387.24	\$15,627.64	\$250,704.59	84	60
17	10/1/2009	10/31/2009	31	\$135,901.82	\$4,899,289.06	\$7,152.73	\$257,857.32	78	64
18	11/1/2009	11/30/2009	30	\$144,217.19	\$5,043,506.25	\$7,590.38	\$265,447.70	80	67
19	12/1/2009	12/31/2009	31	\$77,935.90	\$5,121,442.15	\$4,101.89	\$269,549.59	81	71
20	1/1/2010	1/31/2010	31	\$54,006.73	\$5,175,448.88	\$2,842.46	\$272,392.05	82	75
21	2/1/2010	2/28/2010	28	\$7,264.88	\$5,182,713.76	\$382.36	\$272,774.41	82	79
22	3/1/2010	3/31/2010	31	\$178,526.02	\$5,361,239.78	\$9,396.11	\$282,170.52	85	83
23	4/1/2010	4/30/2010	30	\$722,864.30	\$6,084,104.08	\$38,045.48	\$320,216.00	97	87
24	5/1/2010	5/31/2010	31	\$31,296.10	\$6,115,400.18	\$1,647.17	\$321,863.17	97	91
25	6/1/2010	6/30/2010	16	\$215,437.16	\$6,330,837.34	-\$192,662.41	\$129,200.76	97	93
26	7/1/2010	8/31/2010	62	\$16,903.14	\$6,347,740.48	\$344.96	\$129,545.72	97	93

10/1/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 5/26/2010. JC Evans has completed the final punchlist items, except some repairs to be completed to correct damages that were caused by the recent rains. Once the repairs are completed, another walk-through will be scheduled with the City of Georgetown.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/23/2008	6,660.00	6,660.00

4D: Third Party Accommodation. Other. The Contractor installed permanent fencing along the ROW per an agreement made with the Property owner of Parcel 21 (NNP-Tera Vista. LP) and Williamson County prior to construction. The Contractor was also directed to install temporary fencing on Parcel 3 to keep the property owner's cows off of the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/7/2008	100,144.67	106,804.67

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). The property owner agreed to donate the ROW in exchange for the work associated with this Change Order: the installation of steel sleeve encasements for future utilities, the upgrade of existing driveways, and the addition of new driveways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/10/2009	42,796.26	149,600.93

3F: County Convenience. Additional work desired by the County. An additional turn lane/median opening and a street stub-out is being added at the TeraVista Track. 1B: Design Error or Omission. Other. Erosion control items are being added that were left out of the original plan sheets. These items include topsoil, seeding, and rip rap for the median noses in all of the proposed median islands.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/30/2009	2,760.00	152,360.93

2J: Differing Site Conditions (unforeseeable). Other. In order to complete the driveway installation at sta. 77+50, it was necessary to remove an existing entrance with gates. This change order accounts for costs incurred by the Contract to replace the entrance.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/3/2009	-92,636.54	59,724.39

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. After additional testing on the existing subgrade, it was determined that the lime treatment original specified was not necessary. With the Engineer's and the County's concurrence, the Contractor opted to undercut the existing subgrade by 8 inches and placed flex base in lieu of the 8 inches of lime treated subgrade.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/8/2009	16,730.56	76,454.95

4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	5/8/2009	2,400.00	78,854.95
2G: Differing Site Conditions. Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	10/20/2009	686,352.92	765,207.87
3F: County Convenience. Additional work desired by the County. This Change Order accounts for additional costs associated with widening and realigning the FM 1460 Intersection at Westinghouse Rd. Sixty (60) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/4/2010	5,000.00	770,207.87
3E: County Convenience. Reduction of future maintenance. This Change Order accounts for costs associated with the constructions of an underdrain from the median nose just east of Park Central to the south side of the roadway, including a tie-in to the storm drain system.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	6/23/2010	2,696.75	772,904.62
4B: Third Party Accommodation. Third party requested work. This change order provides payment for additional work by the Contractor to build a new driveway at Sta 58+50. The County has agreed to build a dirt driveway and construct a curb cut, while the property owner will be responsible for placing base on the driveway.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	1,510.00	774,414.62
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order provides payment for additional work by the Contractor to install a 6-strand barbed wire fence at the ROW boundary across the new driveway at Sta 66+00 EB.			
			Adjusted Price = \$6,638,468.56

S.E. Inner Loop @ FM 1460**Project No. 09WC708**

Original Contract Price = \$889,492.48

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/5/2009		163	0	163

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/1/2009	6/30/2009	30	\$102,851.51	\$102,851.51	\$11,427.95	\$11,427.95	13	18
2	7/1/2009	7/31/2009	31	\$79,130.70	\$181,982.21	\$8,792.30	\$20,220.25	23	37
3	8/1/2009	8/31/2009	31	\$161,496.94	\$343,479.15	\$17,944.10	\$38,164.35	43	56
4	9/1/2009	9/30/2009	30	\$178,603.64	\$522,082.79	\$19,844.85	\$58,009.20	65	75
5	10/1/2009	10/31/2009	31	\$302,954.22	\$825,037.01	-\$41,171.71	\$16,837.49	95	94
6	11/1/2009	11/30/2009	5	\$40,139.30	\$865,176.31	\$819.17	\$17,656.66	99	97

10/1/2010 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. GEC is coordinating with Williamson County, who is corresponding with the bonding company.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/27/2009	-77.88	-77.88

2G: Differing Site Conditions. Unadjusted utility (unforeseeable): The plans originally called for 3-inch PVC Conduit. However, the proposed 3-inch PVC Conduit will not fit into the electrical service and, at the Contractor's request, is being revised to 2-inch PVC Conduit.

Adjusted Price = \$889,414.60

Pond Springs Widening (McNeil Rd to US 183)

Project No. 09WC710

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/6/2009	5/12/2009	6/3/2009	6/12/2009	9/23/2010		150	282	432	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/24/2009	6/30/2009	7	\$152,121.44	\$152,121.44	\$16,902.38	\$16,902.38	5	2
2	7/1/2009	7/31/2009	31	\$214,799.85	\$366,921.29	\$23,866.65	\$40,769.03	13	9
3	8/1/2009	8/31/2009	31	\$218,310.42	\$585,231.71	\$24,256.72	\$65,025.75	20	17
4	9/1/2009	9/30/2009	30	\$185,674.01	\$770,905.72	\$20,630.44	\$85,656.19	27	23
5	10/1/2009	10/31/2009	31	\$77,230.62	\$848,136.34	\$8,581.18	\$94,237.37	29	30
6	11/1/2009	11/30/2009	30	\$235,853.77	\$1,083,990.11	\$26,205.98	\$120,443.35	38	39
7	12/1/2009	12/31/2009	31	\$231,299.76	\$1,315,289.87	\$25,699.97	\$146,143.32	46	46
8	1/1/2010	1/31/2010	31	\$145,428.65	\$1,460,718.52	\$16,158.74	\$162,302.06	50	54
9	2/1/2010	2/28/2010	28	\$91,170.25	\$1,551,888.77	\$10,130.03	\$172,432.09	53	61
10	3/1/2010	3/31/2010	31	\$331,511.39	\$1,883,400.16	-\$73,305.77	\$99,126.32	61	68
11	4/1/2010	4/30/2010	30	\$472,627.27	\$2,356,027.43	\$24,875.12	\$124,001.44	75	75
12	5/1/2010	5/31/2010	31	\$144,603.16	\$2,500,630.59	\$7,610.60	\$131,612.04	79	83
13	6/1/2010	6/30/2010	30	\$103,047.28	\$2,603,677.87	\$5,423.64	\$137,035.68	72	89
14	7/1/2010	7/31/2010	31	\$527,507.50	\$3,131,185.37	\$27,763.55	\$164,799.23	85	96
15	8/1/2010	8/31/2010	31	\$194,913.06	\$3,326,098.43	\$10,258.58	\$175,057.81	90	104
16	9/1/2010	9/30/2010	30	\$75,726.95	\$3,401,825.38	\$3,985.63	\$179,043.44	93	107

10/1/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/6/2010. RGM continues to work on the final punchlist items, including the McCarty driveways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/23/2009	15,313.65	15,313.65

1A: Design Error or Omission. Incorrect PS&E. This change order adds line items for temporary work zone pavement markers and the elimination of the same.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/11/2009	2,869.98	18,183.63

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Per City of Austin specs, prior to any work beginning, the contractor has to place message boards at the project limits to inform public of road construction. This change order is for the message board rental.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/11/2009	15,000.00	33,183.63

6D: Untimely ROW/Utilities. Other. Contractor has damaged unmarked utilities while constructing the roadway. This change order is for the repair of all damaged utilities that were unmarked by utility locators.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/22/2009	111,840.00	145,023.63

1A: Design Error or Omission. Incorrect PS&E. An incorrect quantity for rip-rap was given on the bid set of plans. Since then a revised quantity has been added to the plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	10/27/2009	9,428.82	154,452.45

1A: Design Error or Omission. Incorrect PS&E. Original plan and profile sheets show a Type H inlet to be installed but the PS&E did not include a line item for payment of this work. This change order accounts for all work associated with the installation of the inlet. Two (2) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	12/4/2009	4,296.00	158,748.45

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). In order to avoid existing and unadjusted utilities, the contractor utilized pre-fabbed pipe fittings (such as 45° and 30° angle fittings) which were not a part of the original bid documents.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	12/3/2009	(4,019.95)	154,728.50

4B: Third Party Accommodation. Third party requested work. Due to driveway slopes and culvert coverage issues, City of Austin requested that the driveway pavement design be re-worked with a more flexible material. Fifteen (15) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/3/2009	14,250.00	168,978.50

2J: Differing Site Conditions. Other. Soil Retention blankets were not included in the original plans. The Design Engineer has since reevaluated their necessity and has added the blankets to reduce erosion and minimize long-term maintenance issues. This change order is for the installation of soil retention blankets throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	12/8/2009	189,547.62	358,526.12
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). 4B: Third Party Accommodation. Third party requested work. In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for the final quantities of this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	12/3/2009	18,800.00	377,326.12
1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. 2J: Differing Site Conditions. Other. Due to design issues, unexpected/differing site conditions, and a lengthy City of Austin review process regarding driveways, culverts, and side streets, one hundred three (103) additional days are being added to the Contract schedule to account for the delay to the Contractor.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	6/15/2010	68,992.95	446,319.07
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). Due to locations of existing COA utilities, the 5x2 box culvert had to be relocated under the pavement of the southbound lane of Pond Springs. Lane closures will be needed and will reduce production due to time restrictions of road work. 4B: Third Party Accommodation. Third party requested work. In order for COA to approve the relocation of the 5x2 box, they required a concrete trench cap be placed over the two (2) water line crossings. One hundred thirty (130) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	2/16/2010	2,196.50	448,515.57
1A: Design Error or Omission. Incorrect PS&E. Due to the Advance Landscape Design driveway slope being out of spec, gate adjustments are needed in order to construct a driveway past the ROW limit to meet City requirements.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	4/19/2010	21,193.00	469,708.57
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Due to miscellaneous differences in site conditions, plans have been revised and altered in the field thus creating the need to overrun existing bid items.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	4/19/2010	13,561.87	483,270.44
1A: Design Error or Omission. Incorrect PS&E. Due to field conditions not matching the plans, the design engineer revised two driveway culvert crossings utilizing items that were not in the original plan set. The Engineer also added in the quantities for the missing pedestrian signal foundations at the Hunters Chase intersection. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	5/3/2010	21,485.46	504,755.90
1A: Design Error or Omission. Incorrect PS&E. This change order adds asphalt repair and transition/surface milling on the north end of the project to accelerate the opening of Pond Springs to traffic from Anderson Mill Road north to the US 183 Frontage Road. This additional work is needed in order to complete the project and is a new item not included in the original bid set of plans. Additional asphalt testing will be required due to the asphalt repair work. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	5/17/2010	23,354.76	528,110.66
1A: Design Error or Omission. Incorrect PS&E. Plan revisions added new types of railing that were not in the original contract. This change order will cover the installation of the new railing & transitions and the removal & disposal of the existing guardrail where it will not be reinstalled. Seven (7) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/17/2010	20,119.26	548,229.92
1A: Design Error or Omission. Incorrect PS&E. Transition milling is needed in order to complete the project. This item was not in the original bid set of plans and will be added. The transition milling will be at all tie-ins throughout the remainder of the project south of Anderson Mill Road. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	6/18/2010	6,567.55	554,797.47
1A: Design Error or Omission. Incorrect PS&E. The original size of the proposed culvert (30") under Roxie Dr. could not be installed due to the existing elevation of the intersection. In order to install the cross drainage and minimize the amount that the roadway will have to be built up, the culvert size was revised to two 24" pipes and cement stabilized backfill material will be used in the trench to speed the construction. One (1) day was added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	6/18/2010	64,437.41	619,234.88
1A: Design Error or Omission. Incorrect PS&E. The headwalls (heights) that were bid on for the project's three main culverts differ from the heights shown on the culvert layout sheets as well as what was constructed in the field. This change order covers the construction of the headwall's actual height at the upstream and downstream end of each culvert. In addition, to construct the new widened roadway over the southwest corner of Culvert #2, the upstream headwall had to be lengthened, including drilling piers and additional traffic control. Five (5) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	7/19/2010	77,000.00	696,234.88

2A: Differing Site Conditions. Dispute Resolution (expense caused by conditions and/or resulting delay). Due to various delays, the project has been extended by 269 calendar days. The paving subcontractor is no longer able to procure asphalt at the Contract Unit Price. This Change Order partially compensates the Contractor for asphalt price escalation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	10/4/2010	6,740.36	702,975.24

1A: Design Error or Omission. Incorrect PS&E. An additional retaining wall was needed to stabilize the proposed sidewalk near Culvert #2 due to the near vertical drop-off. 2G: Differing Site Conditions. Unadjusted utility (unforeseeable). To complete driveway construction, two new traffic bearing water valve boxes will need to be installed. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). Installation of a new drainage pipe with concrete ends to tie into the improved roadway drainage ditch. This resolves the drainage issue caused by the new roadway cross-slope and the extension of the Neff Rental driveway (to address the slope issues). Thirteen (13) days were added to the Contract.

Adjusted Price = \$3,870,570.29

PRECINCT 2
COMMISSIONER LONG

Under Construction / Bidding

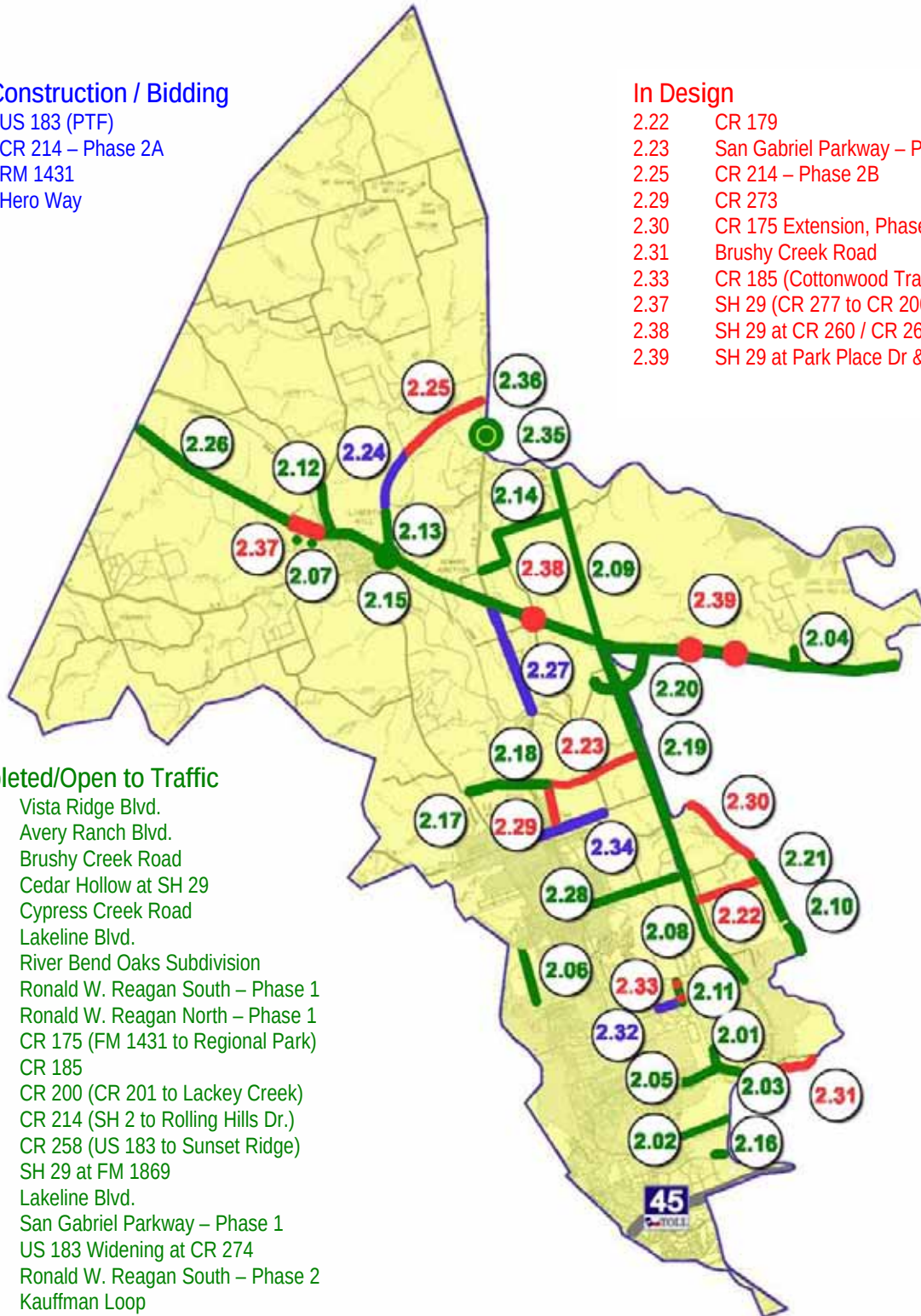
- 2.27 US 183 (PTF)
2.24 CR 214 – Phase 2A
2.32 RM 1431
2.34 Hero Way

In Design

- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.25 CR 214 – Phase 2B
- 2.29 CR 273
- 2.30 CR 175 Extension, Phase 2B
- 2.31 Brushy Creek Road
- 2.33 CR 185 (Cottonwood Trail)
- 2.37 SH 29 (CR 277 to CR 200)
- 2.38 SH 29 at CR 260 / CR 266
- 2.39 SH 29 at Park Place Dr & Jack Nicklaus Blvd

Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.02 Avery Ranch Blvd.
- 2.03 Brushy Creek Road
- 2.04 Cedar Hollow at SH 29
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd.
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (FM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 2 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 SH 29 at FM 1869
- 2.16 Lakeline Blvd.
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension Phase 2A
- 2.26 SH 29 Improvements Study & Schematic
- 2.28 CR 272
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.36 US 183 @ FM 3405 Left Turn Lanes



Ronald Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)
Project No. 05WC324

Original Contract Price = \$15,857,326.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/17/2005	9/27/2005	1/13/2006	1/23/2006	9/17/2008		540	212	752	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2005	11/30/2005	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0
2	12/1/2005	12/31/2005	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0
3	1/1/2006	1/31/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33
12	10/1/2006	10/31/2006	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38
13	11/1/2006	11/30/2006	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82
20	10/1/2007	10/31/2007	31	\$1,258,832.28	\$10,417,142.98	-\$469,076.61	\$548,513.49	77	86
21	11/1/2007	11/30/2007	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90
22	12/1/2007	12/31/2007	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	-\$381,980.87	\$268,689.77	94	100
25	3/1/2008	3/31/2008	n/a	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-
26	4/1/2008	5/31/2008	n/a	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-
27	6/1/2008	6/30/2008	n/a	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-
28	7/1/2009	8/31/2009	n/a	\$246,514.59	\$13,844,159.17	\$5,030.91	\$282,910.45	99	-
29	9/1/2009	9/30/2009	n/a	\$247,467.35	\$14,091,626.52	-\$141,224.56	\$141,685.89	100	-
30	11/1/2009	12/3/2009	n/a	\$174,653.12	\$14,266,279.64	-\$125,358.86	\$16,327.03	100	-
31	1/1/2010	1/31/2010	n/a	\$15,975.00	\$14,282,254.64	\$0.00	\$16,327.03	100	-

10/1/2010 Comments - The Contractor is continuing to work to complete all items added under Change Order No. 24. Project Close-out will resume once the work is complete. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/14/2006	-2,114,062.05	-2,114,062.05

3C - County Convenience. Implementation of a Value Engineering finding. Pavement design was changed to a 2.5" TY C HMA over a 15" Flexible Base section for the main lanes. Due to change in pavement design, excavation & embankment quantities were also revised.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/14/2006	-192,122.88	-2,306,184.93

3C - County Convenience. Implementation of a Value Engineering finding. As a result of the value engineering process, unit prices for the 6x3 and 7x3 box culvert items were adjusted as mutually agreed to by Williamson County and Ranger Excavating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/18/2006	12,444.00	-2,293,740.93

2J - Differing Site Conditions (unforeseeable) (other). A residence within the ROW that was scheduled for demolition was found to have asbestos. Extra expenses were incurred by the Contractor for asbestos removal.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/11/2006	128,440.00	-2,165,300.93

6D. Untimely ROW/Utilities. Other. Steel encasement pipe for future waterline for the City of Leander added at sta. 227+10, sta. 241+70, sta. 262+00, sta. 262+10. Utility plans were not incorporated into PS&E at the time of letting.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/5/2006	111,179.80	-2,054,121.13

1A: Design error or Omission. Incorrect PS&E. Original plans did not account for the channel crossing at the proposed driveway location. A box culvert was added for the drainage design. Fifteen (15) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	8/17/2006	8,493.37	-2,045,627.76

2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.

<u>Change Order Number</u> 07	<u>Approved</u> 8/29/2006	<u>Cost This CO</u> 59,041.60	<u>Total COs</u> -1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. Fifteen (15) days were added to the Contract schedule.			
<u>Change Order Number</u> 08	<u>Approved</u> 9/5/2006	<u>Cost This CO</u> 218,894.00	<u>Total COs</u> -1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. Thirty (30) days were added to the Contract schedule.			
<u>Change Order Number</u> 09	<u>Approved</u> 2/7/2007	<u>Cost This CO</u> 8,360.00	<u>Total COs</u> -1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u> 10	<u>Approved</u> 3/27/2007	<u>Cost This CO</u> 205,000.00	<u>Total COs</u> -1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u> 11	<u>Approved</u> 3/21/2007	<u>Cost This CO</u> 10,577.00	<u>Total COs</u> -1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u> 12	<u>Approved</u> 4/20/2007	<u>Cost This CO</u> 2,530.00	<u>Total COs</u> -1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u> 13	<u>Approved</u> 7/5/2007	<u>Cost This CO</u> -12,050.34	<u>Total COs</u> -1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u> 14	<u>Approved</u> 7/12/2007	<u>Cost This CO</u> 81,502.00	<u>Total COs</u> -1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the Contract schedule.			
<u>Change Order Number</u> 15	<u>Approved</u> 9/17/2007	<u>Cost This CO</u> 4,010.38	<u>Total COs</u> -1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u> 16	<u>Approved</u> 8/15/2007	<u>Cost This CO</u> 29,117.00	<u>Total COs</u> -1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u> 17	<u>Approved</u> 10/31/2007	<u>Cost This CO</u> 7,424.20	<u>Total COs</u> -1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u> 18	<u>Approved</u> 11/19/2007	<u>Cost This CO</u> 0.00	<u>Total COs</u> -1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.			
<u>Change Order Number</u> 19	<u>Approved</u> 1/8/2008	<u>Cost This CO</u> 15,628.50	<u>Total COs</u> -1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	1/30/2008	24,887.96	-1,390,705.46

2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16. 4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Ln sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	1/29/2008	106,465.66	-1,284,239.80

2J: Differing Site Conditions. Other. Change Order #16 (attached) added ninety-three (93) days to the Contract schedule. The change in the Contract schedule delayed the Contractor's planned paving schedule. As a result of the delay, the Contractor was unable to hold the bid prices for asphalt materials. This Change Order provides for a fair and equitable price increase for asphalt material items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	7/8/2008	8,930.00	-1,275,309.80

3M: County Convenience. Other. Property owner's fence was located in the middle of the new ditch line. To prevent future damage to the fence, it was moved into the County's ROW and a water gap was installed. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions. In order to maintain the proper slope at certain driveways, the Contractor demoed SET's and extended driveway pipes to accommodate wider driveways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	TBD	TBD	-1,275,309.80

This Change Order (the balancing change order) will be revised and processed after all work added under Change Order No. 24 is completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	9/22/2009	158,657.05	-1,116,652.75

3F: County Convenience. Additional Work Desired by the County. Additional erosion control work is required at the South Fork of the San Gabriel River. The revised plans will meet TCEQ guidelines.

Adjusted Price = \$14,740,673.79

CR 175, Ph. 2A Extension (Regional Park to Creekside Meadows)
Project No. 09WC707

Original Contract Price = \$1,854,291.16

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/28/2010		180	27	207	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/20/2009	5/12/2009	0	\$43,970.99	\$43,970.99	\$4,885.67	\$4,885.67	3	0
2	5/12/2009	6/30/2009	0	\$396,055.07	\$440,026.06	\$44,006.11	\$48,891.78	26	0
3	7/1/2009	7/31/2009	26	\$213,429.04	\$653,455.10	\$23,714.34	\$72,606.12	39	13
4	8/1/2009	8/31/2009	31	\$250,681.21	\$904,136.31	\$27,853.47	\$100,459.59	54	28
5	9/1/2009	9/30/2009	30	\$162,098.59	\$1,066,234.90	-\$44,341.96	\$56,117.63	60	42
6	10/1/2009	10/31/2009	31	\$53,846.74	\$1,120,081.64	\$2,834.03	\$58,951.66	63	57
7	11/1/2009	11/30/2009	30	\$244,706.53	\$1,364,788.17	\$12,879.30	\$71,830.96	77	71
8	12/1/2009	12/31/2009	31	\$55,411.74	\$1,420,199.91	\$2,916.40	\$74,747.36	80	86
9	1/1/2010	1/31/2010	27	\$344,508.49	\$1,764,708.40	-\$38,732.90	\$36,014.46	96	100
10	5/1/2010	5/31/2010	n/a	\$6,335.11	\$1,771,043.51	\$129.28	\$36,143.74	96	-
11	7/1/2010	7/31/2010	n/a	\$20,359.00	\$1,791,402.51	\$415.49	\$36,559.23	98	-
12	8/1/2010	8/31/2010	n/a	\$1,491.17	\$1,792,893.68	\$30.43	\$36,589.66	98	-

10/1/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 2/12/2010. All punch list items are complete except grass growth.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/23/2009	-4,029.24	-4,029.24

3: County Convenience. 3E: Reduction of future maintenance. 3H: Cost savings opportunity discovered during construction. At both proposed culverts, the rip rap item has been changed from common rock rip rap to concrete rip rap.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/23/2009	17,615.43	13,586.19

4B: Third Party Accommodation. Third party requested work: Adding six (6) 4-inch conduits at a total of 1,320 LF for PEC, AT&T, and Time Warner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/11/2009	2,700.00	16,286.19

2J: Differing Site Conditions. Other: This change order accounts for adding removable striping to the project for the detour just south of the actual proposed roadway tie-in. This striping application can be removed without damaging the existing pavement surface.

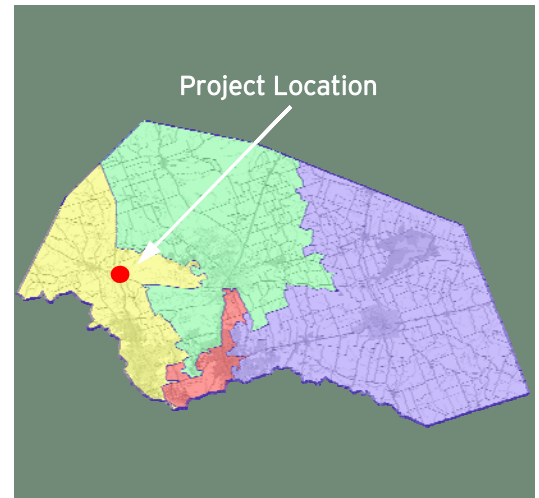
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/27/2009	1,881.40	18,167.59

4B: Third Party Accommodation. Third party requested work: This Change Order accounts for costs associated with the installation 300 feet of 4-inch PVC sleeves for future irrigation for the Parkside subdivision.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/23/2010	1,947.84	20,115.43

1A: Design Error or Omission. Incorrect PS&E. A signal head was added at the intersection of CR 175 and Perry Mayfield for the northbound traffic. Twenty-seven (27) days were added to the Contract schedule to account for the delay encountered while the Engineer developed a solution for the lack of cover over Culverts #1 and #2 on the northbound lanes.

Adjusted Price = \$1,874,406.59



PASS THROUGH FINANCING PROJECT US 183

(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles

Roadway Classification: Principal Arterial

Roadway Section: Four-lane divided with shoulders and a wide median for future transportation corridor

Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - December 2012

Estimated Construction Cost: \$14.8 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: Dan Williams Co. is placing the walls and the deck on Structure 6, rip rap between Structures 6 and 5A, and the headwalls on Structure 5A. Subcontractor Wheeler primed the northbound lanes from south of LCRA Dr to Crider Ln. Subcontractor Olden is scheduled to complete Soil Nail Wall C next week. DWCO is placing flex base at Mourning Dove and working on subgrade on the southbound lanes north of SH 29.

09/17/2010: DWCO is clearing and stripping the ROW in Parcel 4 for the southbound lanes and continuing to work on subgrade north of SH 29. Wheeler placed asphalt at the Mourning Dove intersection. DWCO reopened Mourning Dove on 9/16/10. The contractor is excavating and installing waterlines H and H1. DWCO is installing both the leveling pad and the underdrain for Wall C and excavating the remaining rock between Wall C and the existing US 183 at the south end of the project.

10/01/2010: DWCO is excavating the ditch along the western ROW and they are building subgrade in Parcel #4 for the southbound lanes. The contractor is also processing flex base on the southbound lanes north of SH 29 and on the northbound lanes over Structure 1. DWCO is continuing to place rip rap between Structures 5A and 6, and poured the west headwall of Structure 6. The contractor is setting panels and placing the concrete for the closure on Wall C.



Design Engineer: Dannenbaum
Contractor: Dan Williams Company
Construction Inspection: HDR

Williamson County
Pass Through Financing Program



PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)**Project No. 09WC720 TxDOT CSJ: 0151-04-063**

Original Contract Price = \$14,677,727.84

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2009	8/25/2009	12/21/2009	12/23/2009	12/18/2012		627	0	627

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	12/21/2010	12/31/2010	0	\$135,503.26	\$135,503.26	1	0
2	1/1/2010	1/31/2010	0	\$519,553.82	\$655,057.08	4	0
3	2/1/2010	2/28/2010	0	\$336,428.93	\$991,486.01	7	0
4	3/1/2010	3/31/2010	0	\$1,038,867.35	\$2,030,353.36	14	0
5	4/1/2010	4/30/2010	0	\$1,182,431.16	\$3,212,784.52	22	0
6	5/1/2010	5/31/2010	0	\$524,006.54	\$3,736,791.06	25	0
7	6/1/2010	6/30/2010	8	\$488,883.31	\$4,225,674.37	28	1
8	7/1/2010	7/31/2010	21	\$531,298.23	\$4,756,972.60	32	5
9	8/1/2010	8/31/2010	22	\$1,365,257.56	\$6,122,230.16	41	8
10	9/1/2010	9/30/2010	21	\$668,797.43	\$6,791,027.59	46	11

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/4/2010	\$39,057.66	39,057.66

1B: Design Error or Omission. Other. Existing water lines have been identified at nine locations requiring relocation from newly acquired ROW to private property. The lines are required to be cased when crossing under the proposed new roadway. Additionally, the existing meters will need to be relocated onto private property. In the existing condition the water meters are inside the right of way with private waterlines above ditch lines or within the pavement section.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/19/2010	\$1,250.00	40,307.66

1B: Design Error or Omission. Other. Plans required 5 foot long core holes in each Abutment and Bent location of the two bridges to confirm bearing materials (Sheet No. S of the General Notes). Payment is set by Standard Specifications, Item 416.5.C at \$125 each. No bid item was included for this activity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/17/2010	\$25,000.00	65,307.66

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order will add a bid item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

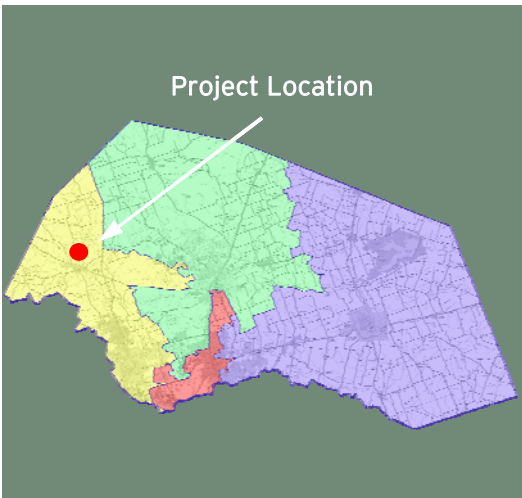
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	6/23/2010	\$25,000.00	90,307.66

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the contractor for maintenance, repair, or reinstallation of erosion control devices and features which are not subsidiary to pertinent items. No bid item(s) was included for these activities. The change order is as described in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 506.6 Temporary Erosion, Sedimentation, and Environmental Controls, Payment, and Article 9.5, Force Account.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/1/2010	\$78,417.60	168,725.26

1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. This change order provides payment to reimburse the contractor for costs associated with constructing the revised Retaining Wall C (Rock Nailed/Facia) located at the southern terminus of the project limits. New design details and additional components typically supplied by TxDOT were added to the design of the Rock Nail Wall. This redesign will require the pre-cast fascia panel fabricator to redesign the wall panel layout and recast new panels to replace those that are unusable. Quantities of rock nails, Class C miscellaneous concrete and anti-graffiti coating are being adjusted per the reduction overall square footage of the wall.

Adjusted Price = \$14,846,453.10



CR 214, PHASE 2A

(Rolling Hills to San Gabriel Ranch Road)

Project Length: 1.3 Miles

Roadway Classification: Rural Collector

Roadway Section: Two-lane undivided with shoulders

Project Schedule: December 2009 - February 2011

Estimated Construction Cost: \$1.2 Million



SEPTEMBER 2010 IN REVIEW

9/03/2010: FT Woods is building a 3:1 safety slope along the inside edge of the roadway. The contractor completed the installation of the MBGF and the mow strip along the northbound lanes at Culvert A-2, as well as completing the rock rip rap at the outfall.

09/10/2010: FT Woods switched traffic on 9/7/10 and striped the new lanes.

09/17/2010: FT Woods is excavating to subgrade from the south tie-in at Rolling Hills to the WilCo driveway for the northbound lanes and cutting the ditch along the eastern ROW. FT Woods placed concrete for three driveway SETs, the downstream SET of Culvert A-7 and both SETs of Culvert A-8.

09/24/2010: FT Woods is placing embankment material across from WilCo driveway to north of Culvert A-2 on the southbound lanes. The contractor installed the west half of Culverts A-3, A-4, A-5, A-6, and A-7.

10/01/2010: FT Woods finished placing the last lift of embankment to subgrade across from the WilCo driveway to Culvert A-2 on the southbound lanes. The contractor finished installing the boxes on the upstream end of Culvert A-2 and is installing driveway culvert pipes along the west side of the roadway.



Design Engineer: Rogers Design
Contractor: FT Woods Constructors
Construction Observation:
Kenneth Marak, Williamson County

**Williamson County
Road Bond Program**

CR 214 Phase 2A (Rolling Hills to San Gabriel Ranch Road)**Project No. 09WC723**

Original Contract Price = \$1,183,999.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/30/2009	10/13/2009	12/8/2009	12/8/2009	2/6/2011		227	0	227

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
								<u>Used</u>	<u>Used</u>
1	11/1/2009	11/30/2009	0	\$2,126.46	\$2,126.46	\$236.27	\$236.27	0	0
2	12/1/2009	12/31/2009	0	\$10,980.83	\$13,107.29	\$1,220.10	\$1,456.37	1	0
3	1/1/2010	1/31/2010	0	\$36,651.83	\$49,759.12	\$4,072.42	\$5,528.79	5	0
4	2/1/2010	2/28/2010	0	\$86,671.56	\$136,430.68	\$9,630.17	\$15,158.96	13	0
5	3/1/2010	3/31/2010	0	\$96,350.11	\$232,780.79	\$10,705.57	\$25,864.53	22	0
6	4/1/2010	4/30/2010	0	\$88,166.92	\$320,947.71	\$9,796.33	\$35,660.86	31	0
7	5/1/2010	5/31/2010	0	\$97,359.40	\$418,307.11	\$10,817.71	\$46,478.57	34	0
8	6/1/2010	7/31/2010	37	\$121,881.81	\$540,188.92	\$13,542.42	\$60,020.99	49	16
9	8/1/2010	8/31/2010	31	\$87,795.45	\$627,984.37	\$9,755.05	\$69,776.04	57	30

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/16/2010	-16,500.00	-16,500.00

5E: Contractor Convenience. Other. 3H: County Convenience. Cost savings opportunity discovered during construction. The Contractor requested to use temporary sediment control fence instead of biodegradable erosion control logs in various locations on the Project. Due to the significant savings, the County agreed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/17/2010	31,143.71	14,643.71

3: County Convenience. 3M: Other. 3E: Reduction of future maintenance. The waterline relocation quantities are being increased to move the existing waterline from under the proposed pavement.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/15/2010	18,762.45	33,406.16

2J: Differing Site Conditions (unforeseeable). Other. This change order accounts for costs associated with the loading and hauling of 18 to 24-inch County-provided rock to the project site. The material was required to stabilize areas that were unsuitable for construction under the proposed roadway and multiple box culvert.

Adjusted Price = \$1,217,405.19

US 183 at FM 3405 Intersection Improvements**Project No. 10WC805**

Original Contract Price = \$379,185.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/19/2009	12/1/2009	3/1/2010	3/11/2010	5/25/2010		90	0	90

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	3/1/2010	3/31/2010	21	\$70,319.79	\$70,319.79	\$7,813.31	\$7,813.31	20	23
2	4/1/2010	6/15/2010	55	\$298,405.71	\$368,725.50	-\$288.30	\$7,525.01	98	84

10/1/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 6/2/2010. Aaron Concrete re-dressed up the topsoil and reseed various areas because the heavy mid-September rainfall washed out all of the seed and topsoil placed in early September.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/15/2010	6,698.85	6,698.85

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment for additional work by the Contractor to mill existing patches on US 183 because the elevations of the patches were higher than the proposed finished roadway grades.

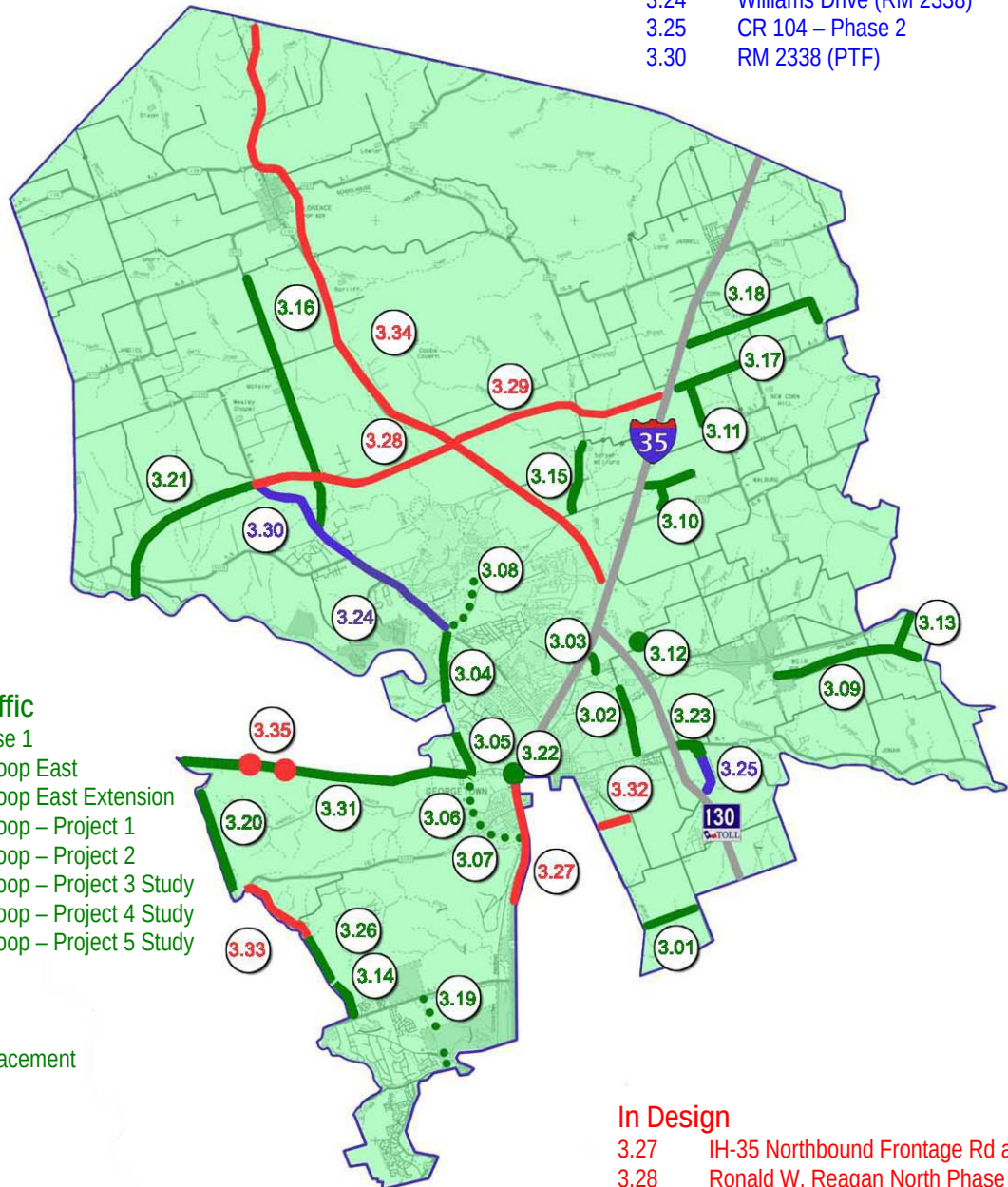
Adjusted Price = \$385,883.95

PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.30 RM 2338 (PTF)

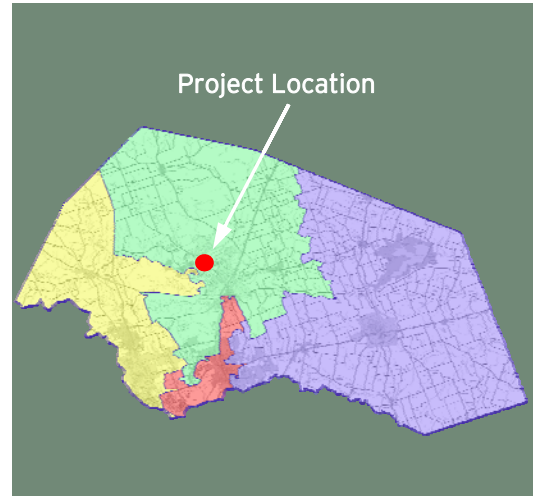


Completed/Open to Traffic

- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.19 Wyoming Springs North – Study
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)
- 3.23 SH 29/CR 104 – Phase 1
- 3.26 CR 175 Extension Phase 2A
- 3.31 SH 29 Improvements Study & Schematic

In Design

- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.32 Georgetown SE Inner Loop Widening
- 3.33 CR 175 Extension, Phase 2B
- 3.34 SH 195 ROW and Utilities
- 3.35 SH 29 at Park Place Dr & Jack Nicklaus Blvd



WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Structures: None

Project Schedule: March 2009 - November 2010

Estimated Construction Cost: \$12.2 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: JC Evans is processing flex base from Woodlake to Sedro. Subcontractor AB&R placed asphalt pavement from DB Wood to Wildwood along both the eastbound and westbound lanes, from Wildwood to Woodlake along the westbound lanes, and from N Lakewood to Woodland Park along the westbound lanes. JC Evans is excavating to subgrade between S Lakewood and Del Webb along the eastbound side.

09/17/2010: JC Evans is installing the 24" waterline near Casa Loma east. The contractor worked on subgrade from South Lakewood to Del Webb along the eastbound lanes and placed flex base from Jim Hogg to South Lakewood. JC Evans finished the flex base from 4T Ranch Rd to Woodland Park and between Woodlake to Sedro on the westbound lanes AB&R placed prime on the finished flex base in various locations. Subcontractor ATS is installing conduit at Del Webb and Jim Hogg for the signals.

10/01/2010: JC Evans is approximately 90% complete with the installation of the 24" waterline near Casa Loma east. The contractor finished the subgrade and is placing and processing first course flex base on the new FM 3405 alignment. JC Evans is continuing to install MBGF, mow strip and rip rap in various locations.



Design Engineer: KBR
Contractor: J.C. Evans Construction
Construction Inspection: PBS&J

Williamson County
Road Bond Program



Williams Drive (DB Wood Rd to FM 3405)**Project No. 09WC706**

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	11/14/2010		570	33	603
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	
1	3/1/2009	3/31/2009	16	\$409,766.45	\$409,766.45	3	3	
2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	6	8	
3	5/1/2009	5/31/2009	30	\$780,300.96	\$1,465,420.34	12	13	
4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	13	18	
5	7/1/2009	7/31/2009	30	\$439,814.28	\$2,315,223.07	16	23	
6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	20	28	
7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	27	33	
8	10/1/2009	10/31/2009	31	\$560,440.65	\$4,669,084.21	36	38	
9	11/1/2009	11/30/2009	28	\$489,651.00	\$5,158,735.21	41	42	
10	12/1/2009	12/31/2009	30	\$347,909.60	\$5,506,644.81	45	47	
11	1/1/2010	1/31/2010	30	\$236,560.28	\$5,743,205.09	48	52	
12	2/1/2010	2/28/2010	28	\$255,322.06	\$5,998,527.15	50	57	
13	3/1/2010	3/31/2010	31	\$258,010.86	\$6,256,538.01	54	62	
14	4/1/2010	4/30/2010	30	\$212,301.25	\$6,468,839.26	56	67	
15	5/1/2010	5/31/2010	30	\$417,038.91	\$6,885,878.17	58	72	
16	6/1/2010	6/30/2010	30	\$528,804.07	\$7,414,682.24	61	77	
17	7/1/2010	7/30/2010	30	\$252,045.70	\$7,666,727.94	63	82	
18	8/1/2010	8/31/2010	31	\$849,838.78	\$8,516,566.72	70	87	
19	9/1/2010	9/30/2010	29	\$726,706.61	\$9,243,273.33	75	92	

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	-22,295.80	-22,295.80

3H: County Convenience. Cost savings opportunity discovered during construction. This change order adds Item 351, Flexible Pavement Structure Repair (4") to the contract, which will be in lieu of the original Item 351, Flexible Structure Repair (10"). The pavement condition of Williams Drive does not warrant the 10" repair and can be accomplished with a 4" repair.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District (CTSUD) waterline (Segments A and C) from an 18" waterline to a 24" waterline. This will be funded in full by CTSUD. Thirty-three (33) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/27/2009	6,018.38	802,153.40

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. This change order pays the contractor for various items of extra work necessary to install the Chisholm Trail Special Utility District (CTSUD) waterline and for one day of idle equipment due to a request by CTSUD not to work on in the vicinity of their waterline.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/9/2010	-243,410.00	558,743.40

3H: County Convenience. Cost savings opportunity discovered during construction. This change order documents the revisions to the pay quantities due to a change in the method of installation of the waterline encasement pipe and adjustment of quantities to meet field conditions. Encasement pipe installation was changed from a bore to an open cut at various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/4/2010	6,191.26	564,934.66

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order sets up a force account item for contractor payment. Verizon telephone conduits were in conflict with CTSUD Waterline D. Lowering the profile of waterline D was the solution. This extra work was due to additional excavation required.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	3/9/2010	126,046.65	690,981.31

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). 3F: County Convenience. Additional work desired by the County. 1A: Design Error or Omission. Incorrect PS&E. This change order documents changes to the driveway pay items, adds a pay item for Concrete Driveways, adds culvert pipe bypasses at electrical poles and telephone manholes and changes the slope on pipe culverts that are parallel to the roadway from 3:1 to 6:1.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,759.00	709,740.31

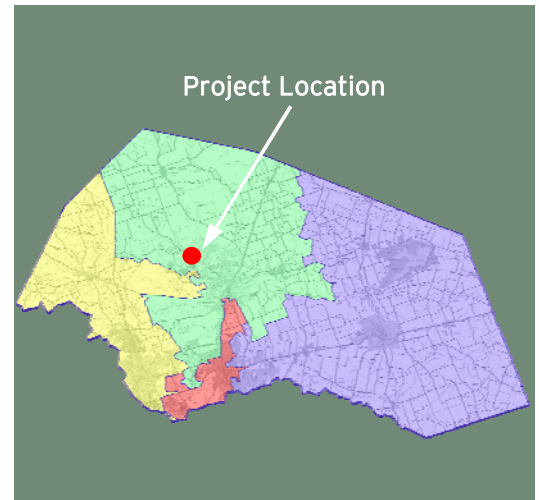
4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/23/2010	6,427.15	716,167.46

2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/23/2010	2,307.03	718,474.49
6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	8,051.71	726,526.20
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	9,165.00	735,691.20
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed), and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	9/13/2010	24,846.25	760,537.45
4B. Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	9/13/2010	24,200.00	784,737.45
3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	9/13/2010	3,600.00	788,337.45
4B. Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.			

Adjusted Price = \$12,252,405.86



PASS THROUGH FINANCING PROJECT RM 2338 PHASE 2

(FM 3405 to Ronald Reagan Blvd)

Project Length: 3.5 Miles

Roadway Classification: Rural Minor Arterial

Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Project Schedule: June 2010 - May 2012

Estimated Construction Cost: \$8.7 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: Joe Bland completed the walls and the deck on Culvert 5 and is forming for the floor on Culvert 7. The contractor continues to pre-trench for waterline D just west of E Ridgewood. Joe Bland is excavating from E Ridgewood to CR 245 and placing embankment across from Ronald Reagan Blvd on the new lanes.

09/17/2010: Joe Bland continues excavation from CR 245 to E Ridgewood on the westbound lanes. The contractor made the water service tie-ins on the portion of the waterline east of Ronald Reagan. Joe Bland is pre-trenching for waterline D from E Ridgewood to Meadow Lane along the north ROW.

09/24/2010: Joe Bland placed the concrete for the walls on Culvert 7 and is grading and forming for the floor of Culvert 8. The contractor cleared the waterline easement between Meadow Ln and 4T Ranch Rd and began trenching operations in this section.

10/01/2010: Joe Bland is continuing the excavation from CR 245 to E Ridgewood on the westbound lanes. The contractor placed the deck on Culvert 7 and the floor and the walls on Culvert 8. Joe Bland continues to place embankment from the west tie-in to Culvert 2.



Design Engineer: Steger Bizzell
Contractor: Joe Bland Construction
Construction Inspection: PBS&J

Williamson County
Pass Through Financing Program

PASS THROUGH FINANCING: RM 2338 Phase 2 (FM 3405 to Ronald Reagan Blvd)**Project No. 09WC722A TxDOT CSJ: 2211-01-023**

Original Contract Price = \$8,700,198.56

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/13/2010	2/2/2010	5/18/2010	6/1/2010	5/6/2012		540	0	540

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	3/1/2010	3/31/2010	0	\$511,354.80	\$511,354.80	6	0
2	4/1/2010	6/30/2010	0	\$311,911.32	\$823,266.12	9	0
3	7/1/2010	7/31/2010	0	\$205,969.16	\$1,029,235.28	12	0
4	8/1/2010	8/31/2010	0	\$296,658.56	\$1,325,893.84	15	0
5	9/1/2010	9/30/2010	0	\$268,149.71	\$1,594,043.55	18	0

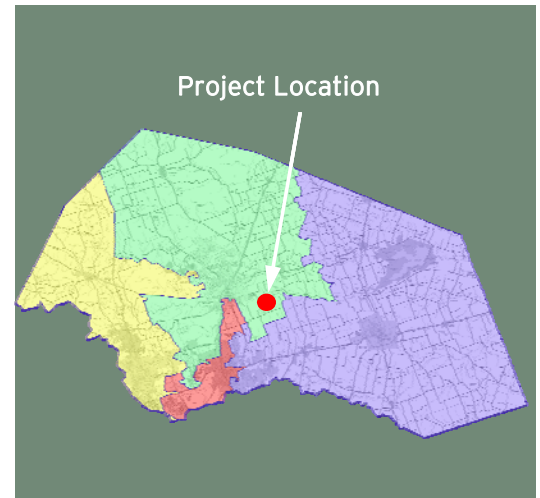
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/18/2010	7,115.24	7,115.24

1A: Design Error or Omission. Incorrect PS&E. This change order changes the angle of the box culvert extension of Box Culvert #2 to match the adjacent drainage area.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/16/2010	21,080.00	28,195.24

3F. County Convenience. Additional work desired by the County. This change order adds driveways at new locations and revises drainage items related to the driveways that have been added or changed due to right-of-way acquisition negotiations.

Adjusted Price = \$8,728,393.80



CR 104 Phase 2 Improvements

(South of SH 29 to SH 130)

Project Length: 1.1 Miles

Roadway Classification: Urban Collector

Roadway Section: Two-lane Divided with Continuous Center Turn Lane

Structures: Two Bridge Replacements

Project Schedule: September 2010 - September 2011

Estimated Construction Cost: \$2.2 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: The Notice to Proceed was issued on 9/2/2010. Time charges begin 9/17/10.

09/17/2010: Chasco was onsite to begin setting up the project trailer and is scheduled to start installing erosion control devices next week.

09/24/2010: Subcontractor Highway Technologies installed the perimeter barricades and subcontractor AFS is currently installing the erosion control devices. Chasco is scheduled to start clearing the ROW next week.

10/01/2010: AFS continues to install the erosion control devices. Chasco is clearing the ROW from SH 130 toward the north end of the project.



Design Engineer: Steger Bizzell
Contractor: Chasco Contracting
Construction Inspection: Huitt~Zollars
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program

CR 104 Phase 2 Improvements (South of SH 29 to SH 130)**Project No. 10WC812 TxDOT CSJ: 0914-05-141**

Original Contract Price = \$2,247,002.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/19/2010	7/29/2010	9/2/2010	9/17/2010	9/16/2011		365	0	365
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	
1	9/17/2010	9/30/2010	14	\$95,914.20	\$95,914.20	4	4	
						Adjusted Price =		
						\$2,247,002.60		

PRECINCT 4

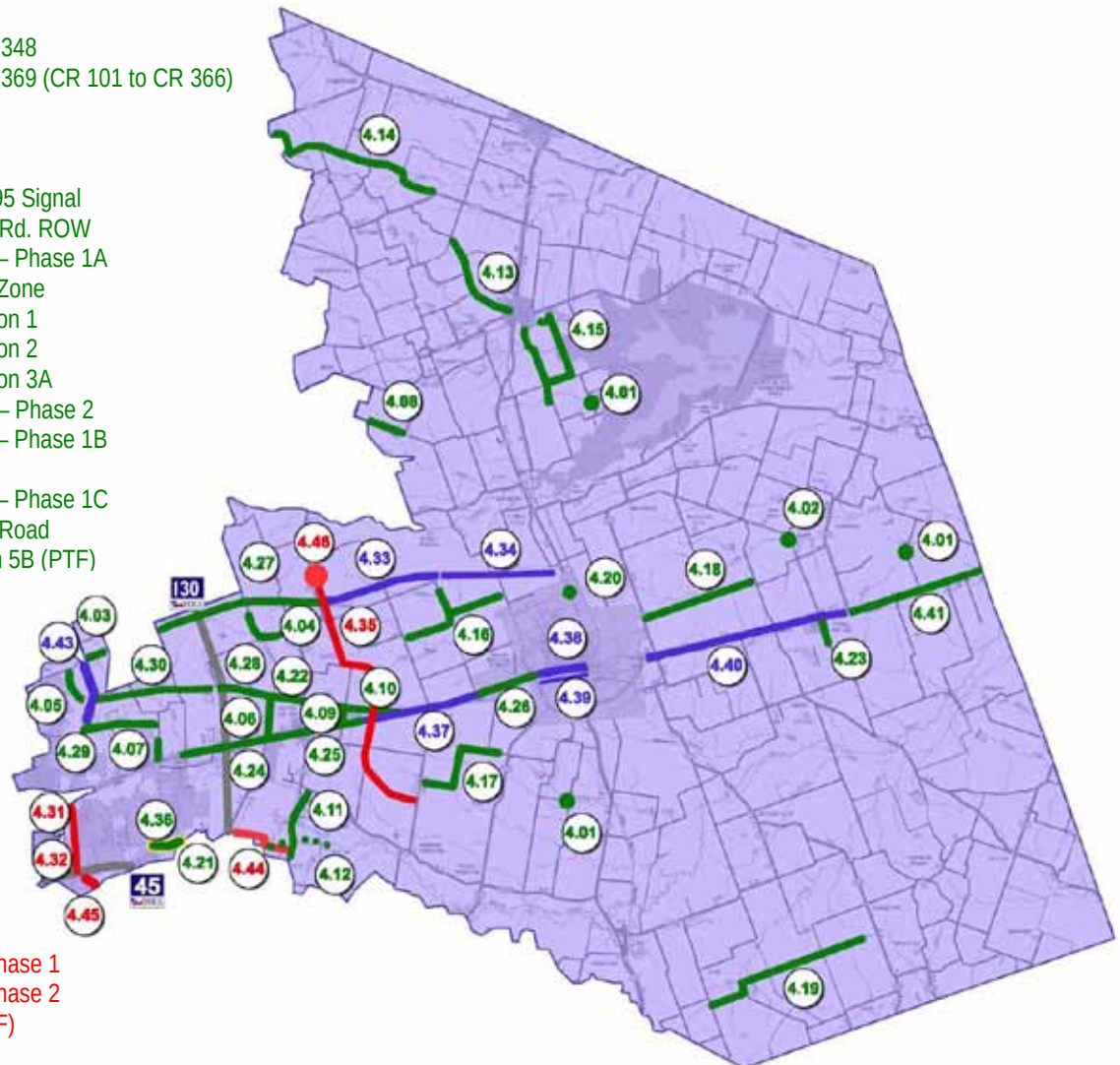
COMMISSIONER MORRISON

Completed/Open to Traffic

- 4.01 Bridge Replacements Phase 1
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 37 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.29 CR 113
- 4.30 Limmer Loop – Phase 1C
- 4.36 Gattis School Road
- 4.41 US 79 Section 5B (PTF)

Under Construction/Bidding

- 4.40 US 79 Section 5A (PTF)
- 4.33 Chandler Rd. – Phase 3A
- 4.34 Chandler Rd. – Phase 3B
- 4.37 US 79 Section 3 (PTF)
- 4.38 2nd Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.43 FM 1460 Section 2



In Design

- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.35 FM 1660 (PTF)
- 4.44 CR 138
- 4.45 CR 170
- 4.46 FM 1660 at Landfill Rd (CR 128)

PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)
Project No. 08WC607 TxDOT CSJ: 0204-04-042

Original Contract Price = \$16,986,053.49

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010		499	55	554
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	7/23/2008	7/31/2008	9	\$57,547.25	\$57,547.25	0	2	
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	9	6	
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	11	10	
4	10/1/2008	10/31/2008	23	\$308,687.50	\$2,174,727.87	13	14	
5	11/1/2008	11/30/2008	20	\$473,119.00	\$2,647,846.87	16	18	
6	12/1/2008	12/31/2008	24	\$147,566.05	\$2,795,412.92	16	22	
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	19	27	
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	25	31	
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	27	36	
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	29	40	
11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	43	44	
12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	44	49	
13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	46	53	
14	8/1/2009	8/31/2009	22	\$289,357.32	\$8,046,398.05	47	57	
15	9/1/2009	9/30/2009	21	\$691,746.05	\$8,738,144.10	51	60	
16	10/1/2009	10/31/2009	23	\$203,663.89	\$8,941,807.99	53	65	
17	11/1/2009	11/30/2009	19	\$106,411.20	\$9,048,219.19	53	68	
18	12/1/2009	12/31/2009	22	\$76,843.68	\$9,125,062.87	54	72	
19	1/1/2010	1/31/2010	20	\$323,448.24	\$9,448,511.11	56	76	
20	2/1/2010	2/28/2010	22	\$800,246.87	\$10,248,757.98	60	80	
21	3/1/2010	3/31/2010	24	\$1,183,033.64	\$11,431,791.62	67	84	
22	4/1/2010	4/30/2010	22	\$1,014,648.68	\$12,446,440.30	75	88	
23	5/1/2010	5/31/2010	20	\$190,119.03	\$12,636,559.33	76	92	
24	6/1/2010	6/30/2010	22	\$1,257,084.37	\$13,893,643.70	86	95	
25	7/1/2010	7/31/2010	22	\$1,406,498.61	\$15,300,142.31	94	99	
26	8/1/2010	8/31/2010	7	\$230,786.73	\$15,530,929.04	96	100	
27	9/1/2010	9/30/2010	0	\$40,686.85	\$15,571,615.89	96	-	

10/1/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/13/2010. JC Evans continues to work on punchlist items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	01/23/09	25,000.00	25,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #48 from 467-2303 SET (TY II)(24 IN)(CMP)(6:1)(P) to 467-2288 SET (TY II)(24 IN)(RCP)(6:1)(P).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/9/2009	0.00	25,000.00

1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #15 from 340-2014 D-GR HMA (METH) TY-B PG70-22 to 341-2014 D-GR HMA (QC/QA) TY-B PG70-22.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/9/2009	22,350.00	47,350.00

1A: Design Error or Omission: Incorrect PS&E. This change order allows the contractor to relocate an existing 8" waterline which is in conflict with proposed ditch grades, per revised cross sections. Waterline was lowered before construction based on original cross sections, which were incorrect.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/21/2009	55,234.06	102,584.06

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/21/2009	91,768.04	194,352.10

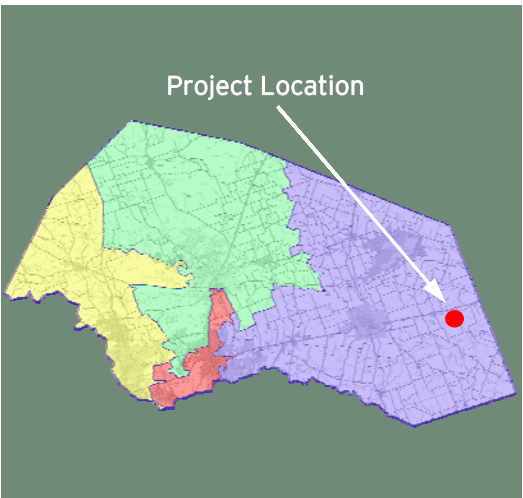
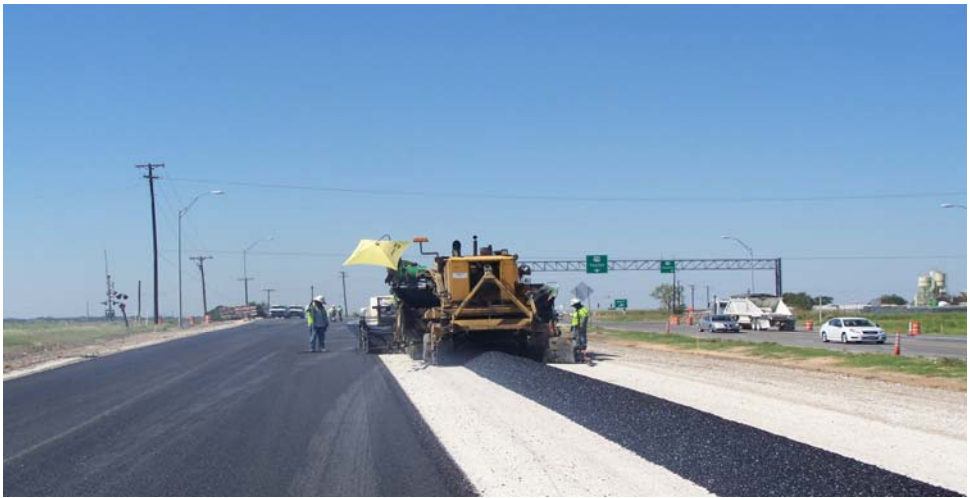
4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced rather than just extended at each end. 3E: County Convenience. Reduction of future maintenance. Rock rip rap is being added in ditches and on slopes to reduce erosion.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/11/2009	-386,598.20	-192,246.10

3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the contractor was required to revise the method of construction in this area.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,892.33	-173,353.77
3M: County Convenience. Other. A County approved work method deleting 8" of lime treated subgrade was later rejected by TxDOT. Flexible base placed without the lime treated subgrade was removed and replaced after the subgrade was processed with lime. This change order provides payment for the extra work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/3/2010	-352,437.79	-525,791.56
3H: County Convenience. Cost savings opportunity discovered during construction. A majority of the full-depth reconstruction of eastbound lanes will be eliminated and replaced with an asphalt overlay. This change results in a considerable cost savings to Williamson County.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/18/2010	4,600.00	-521,191.56
4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced or repaired due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced or repaired rather than just extended at each end. This change order adds fifty-five (55) additional working days and additional traffic handling costs to the contract due to revisions made to the construction of Culvert #11.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	-242,271.50	-763,463.06
3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) paving with a Permeable Friction Course (PFC) pavement which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	9/23/2010	36,608.76	-726,854.30
3F: County Convenience. Additional work desired by the county. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			

Adjusted Price = \$16,259,199.19



**PASS THROUGH FINANCING PROJECT
US 79, SECTION 5A**

(East of Taylor to FM 1063)

Project Length: 6.1 Miles
Roadway Classification: Major Arterial
Roadway Section: Four-lane Divided with Shoulders
Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011
Estimated Construction Cost: \$19.6 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: Hunter completed the flex base and placed first course asphalt on the south half of the Taylor Loop ramp and in the Phase 2B construction area. The contractor continues to spread topsoil up against the level up paving.

09/10/2010: Hunter restarted Type C asphalt paving operations on 9/9/10 that were postponed due to rain earlier in the week.

09/17/2010: Hunter completed the Type C asphalt paving on the eastbound lanes. The contractor continues to spread topsoil throughout the project, concentrating on the center ditchline.

09/24/2010: Hunter laid the surface course treatment on the eastbound lanes and is ready for final paving operations, which will begin next week. The contractor formed and poured mow strips for MBGF in various locations.

10/01/2010: Hunter began final asphalt pavement operations using the porous friction course mix (PFC) on the eastbound lanes.



Design Engineer: Jacobs
Contractor: Hunter Industries
Construction Inspection: Huitt~Zollars

**Williamson County
Pass Through Financing Program**



PASS THROUGH FINANCING: US 79, Section 5A (East of Taylor to FM 1063)
Project No. 08WC619 TxDOT CSJ: 0204-04-040

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011		593	0	593

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	5	1
2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	13	4
3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	17	8
4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	19	11
5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	23	15
6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	27	19
7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	30	22
8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	38	26
9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	45	30
10	10/1/2009	10/31/2009	22	\$538,454.63	\$9,638,298.02	48	33
11	11/1/2009	11/30/2009	19	\$1,169,970.14	\$10,808,268.16	54	36
12	12/1/2009	12/31/2009	21	\$535,790.54	\$11,344,058.70	57	40
13	1/1/2010	1/31/2010	21	\$545,272.91	\$11,889,331.61	59	44
14	2/1/2010	2/28/2010	22	\$390,830.34	\$12,280,161.95	61	47
15	3/1/2010	3/31/2010	23	\$136,256.55	\$12,416,418.50	62	51
16	4/1/2010	4/30/2010	22	\$716,717.16	\$13,133,135.66	66	55
17	5/1/2010	5/31/2010	20	\$302,046.40	\$13,435,182.06	67	58
18	6/1/2010	6/30/2010	23	\$1,386,857.06	\$14,822,039.12	75	62
19	7/1/2010	7/31/2010	22	\$470,458.44	\$15,292,497.56	78	66
20	8/1/2010	8/31/2010	22	\$1,300,111.42	\$16,592,608.98	84	69
21	9/1/2010	9/30/2010	23	\$1,232,191.75	\$17,824,800.73	90	73

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	5,534.58	5,534.58

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the additional costs associated with plugging three (3) existing hand dug water wells discovered within the ROW limits.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/28/2009	79,075.00	84,609.58

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This change order allows for the relocation of a waterline that was in conflict with proposed ditch grades and was also under proposed pavement in some areas.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/13/2009	1,546.07	86,155.65

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the contractor to cut, and cap as necessary, existing utility lines that currently run from the Lumpkin property onto the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/30/2009	-55,081.50	31,074.15

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the contractor to relocate an existing 8" waterline in Thrall that is in conflict with proposed storm sewer pipe. 3H: County Convenience. Cost savings opportunity discovered during construction. Due to a revised paving plan through the City of Thrall, several waterline crossings will not need to be constructed in town.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/30/2009	-448,146.46	-417,072.31

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. Contractor noted it would be difficult to construct the pavement through Thrall utilizing the original traffic control plans. 3H: County Convenience. Cost savings opportunity discovered during construction. Revising the pavement design through Thrall also allowed for a revised traffic control plan which in turn reduced the overall cost to the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/30/2009	-48,155.70	-465,228.01

3H: County Convenience. Cost savings opportunity discovered during construction. Place topsoil in lieu of compost manufactured topsoil.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	10/27/2009	3,000.00	-462,228.01

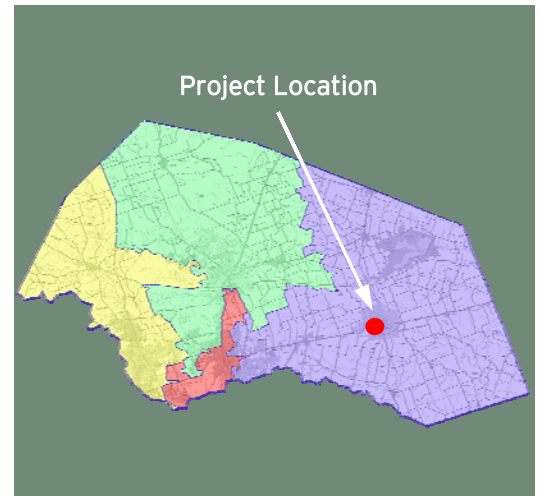
3L: County Convenience. Revising safety work/measures desired by the County. Allows the contractor to use off-duty police officers or other traffic safety measures to assist in traffic safety during traffic switches, night work, etc.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/3/2010	17,071.56	-445,156.45

1B: Design Error or Omission. Other. Mailbox turnout construction was omitted from the original plans. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). FM 619 needed to be reconstructed an additional 100 LF beyond the original plan limits to provide safer sight distance at the intersection with US 79.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/23/2010	75,147.83	-370,008.62
3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavement produced and placed on the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	8/23/2010	6,967.32	-363,041.30
2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a drilled shaft which was damaged by an errant driver.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	9/16/2010	54,792.33	-308,248.97
2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Adding concrete riprap to prevent erosion of ditches. 3L: County Convenience. Revising safety work/measures desired by the County. An existing overhead sign was relocated during Phase 2 construction. 1B: Design Error or Omission. Other. TxDOT requested repairs to existing culvert headwalls which were not included in the PS&E.			

Adjusted Price = \$19,713,444.95



BUSINESS 79 DRAINAGE IMPROVEMENTS

Project Description: Drainage improvements consisting of culverts, channel grading, and drainage structures

Project Schedule: April 2010 - February 2011
Estimated Construction Cost: \$3.7 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: Austin Engineering's concrete subcontractor Hayden continues working on forming the floor of Junction Box F-2 to complete the Line F system.

09/10/2010: Union Pacific Railroad approved a revised work plan from AECO and subcontractor Bryant & Frey to reduce the possibility of ballast settlement under the railroad tracks. Williamson County approved a change order to resume boring operations. The boring operations will resume once all of the additional materials have been delivered. Hayden poured the floor of Junction Box A-2.

09/17/2010: Hayden formed and poured the walls for Junction Box F-2.

09/24/2010: Hayden formed and poured the deck of Junction Box F-2. Bryant & Frey backfilled Bore Pit 3 and continues to wait on materials in order to resume boring operations at Creek Crossing 1.

10/01/2010: Hayden completed the Junction Box F-2 for Line F this week. The contractors continue to wait on the delivery of materials.



Design Engineer: Halff Associates
Contractor: Austin Engineering
Construction Observation:
Ryan Rivera, HNTB Corporation
Dennis Kleppe, City of Taylor

Williamson County
Road Bond Program

Business 79 Drainage Improvements**Project No. 09WC712**

Original Contract Price = \$3,735,873.35

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/19/2009	12/15/2009	3/26/2010	4/7/2010	3/6/2011		304	30	334	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/7/2010	4/30/2010	24	\$153,536.40	\$153,536.40	\$17,059.60	\$17,059.60	4	8
2	5/1/2010	5/31/2010	31	\$315,654.07	\$469,190.47	\$35,072.67	\$52,132.27	14	18
3	6/1/2010	6/30/2010	30	\$446,515.20	\$915,705.67	\$49,612.80	\$101,745.07	27	28
4	7/1/2010	7/31/2010	31	\$516,644.68	\$1,432,350.35	\$57,404.97	\$159,150.04	42	38
5	8/1/2010	8/31/2010	31	\$129,021.10	\$1,561,371.45	\$14,335.68	\$173,485.72	46	40
6	9/1/2010	9/30/2010	30	\$20,700.00	\$1,582,071.45	\$2,300.00	\$175,785.72	39	53

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/13/2010	26,034.75	26,034.75

2I: Differing Site Conditions. Additional safety needs (unforeseeable). 4B: Third Party Accommodation. Third party requested work. To address Union Pacific Railroad's safety concerns for their employees, the Line F bore was required to be lengthened under the UPRR rail yard service road and water barriers were added as additional safety devices. When the bore was lengthened, the run of 8x5 boxes was shortened and the quantity of trench protection required was decreased.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/31/2010	41,083.24	67,117.99

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work (see attached) to be added the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County. Thirty (30) days were added to the Contract.

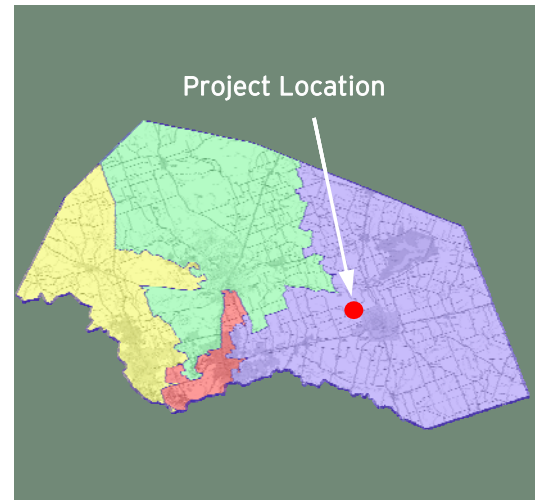
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/8/2010	20,005.78	87,123.77

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to debris found during the Line F bore causing an adjustment in alignment of the second run of pipe, the contractor will have to install two 60" RCP bends to realign the pipe outside the limits of the bore to meet the original design. In addition, Junction Box F-2 must be widened to accommodate the realigned pipe. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). The contractor had to core into the proposed Line F drainage culvert in order to connect an additional existing drainage pipe. 4B: Third Party Accommodation. Third party requested work. Extra asphalt was placed along Sturgis in order to repair the entire width instead of leaving a 5' wide stretch of old asphalt along the whole length of Sturgis Street.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/9/2010	667,610.00	754,733.77

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to settlement issues of the railroad ballast caused by boring through debris encountered during the Line F bore and the trestle bridge bent encountered during the first Culvert #1 bore, Union Pacific Railroad suspended the boring operations under the railroad tracks. This change order compensates the contractor for additional work to purchase and install tunnel liner plates, to add grout between the liner plates and the RCP, and for daily grouting between the liner plates and the exposed earth (as opposed to grouting the whole line once the bore was completed).

Adjusted Price = \$4,490,607.12



CHANDLER ROAD, PHASE 3B (CR 368/369 to SH 95)

Project Length: 4.1 Miles
Roadway Classification: Rural Arterial
Roadway Section: Westbound 2 lanes of an ultimate 4-lane divided arterial

Project Schedule: October 2009 - September 2010
Estimated Construction Cost: \$5.6 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: Chasco continues to work on the remaining driveway culverts between CR 366 and CR 374. The contractor is spreading topsoil throughout the project.

09/17/2010: Subcontractor Wheeler completed the final surface course paving for the roadway, with driveways only remaining to be paved. Chasco continues to work on forming the remaining culvert at the Brinkmeyer property.

09/24/2010: Subcontractor DIJ completed the temporary striping throughout the project. Chasco is completing the flex base work on the few remaining driveways before they can be paved. The concrete crew continues to work on the remaining culvert at the Brinkmeyer property.

10/01/2010: DIJ completed the final thermoplastic striping throughout the project. Chasco is completing the concrete rip rap on the upstream side of Culvert H. The Ribbon Cutting Ceremony was held on Friday, 10/1/2010.



Design Engineer: Jacobs
Contractor: Chasco Constructors
Construction Observation:
Jerry Jansen, Williamson County

**Williamson County
Road Bond Program**

Chandler Road Phase 3B (CR 368/369 to SH 95)**Project No. 09WC717**

Original Contract Price = \$5,649,034.60

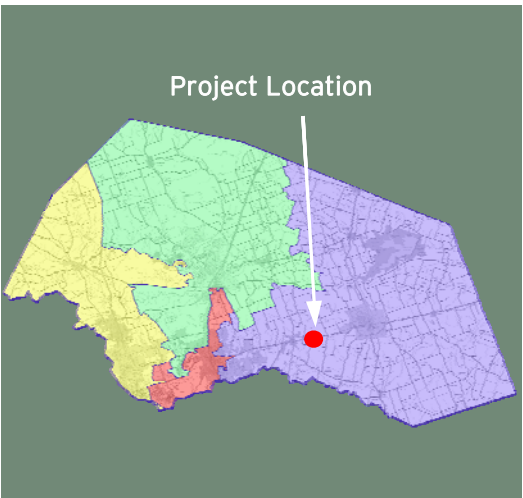
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/24/2009	7/14/2009	9/21/2009	10/1/2009	9/30/2010		365	0	365

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	10/1/2009	10/31/2009	31	\$78,713.10	\$78,713.10	\$8,745.90	\$8,745.90	2	8
2	11/1/2009	11/30/2009	30	\$82,998.00	\$161,711.10	\$9,222.00	\$17,967.90	3	17
3	12/1/2010	12/31/2010	31	\$844,282.66	\$1,005,993.76	\$93,809.18	\$111,777.08	20	25
4	1/1/2010	1/31/2010	31	\$208,681.20	\$1,214,674.96	\$23,186.80	\$134,963.88	24	34
5	2/1/2010	2/28/2010	28	\$293,546.88	\$1,508,221.84	\$32,616.32	\$167,580.20	30	41
6	3/1/2010	3/31/2010	31	\$418,017.69	\$1,926,239.53	\$46,446.41	\$214,026.61	28	50
7	4/1/2010	4/30/2010	30	\$439,833.24	\$2,366,072.77	\$48,870.36	\$262,896.97	47	58
8	5/1/2010	5/31/2010	31	\$718,109.87	\$3,084,182.64	\$79,789.99	\$342,686.96	61	67
8A	5/31/2010	5/31/2010	0	\$171,386.23	\$3,255,568.87	-\$171,341.23	\$171,345.73	61	67
9	6/1/2010	6/30/2010	30	\$251,031.73	\$3,506,600.60	\$13,212.20	\$184,557.93	66	75
10	7/1/2010	7/31/2010	31	\$221,050.23	\$3,727,650.83	\$11,634.22	\$196,192.15	70	83
11	8/1/2010	8/31/2010	31	\$555,139.92	\$4,282,790.75	\$29,217.89	\$225,410.04	80	92

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2010	-44,128.25	-44,128.25

3C: County Convenience. Implementation of a Value Engineering finding. The decision was made to restructure the size of drainage channel by installing new cross culverts to eliminate a large section of concrete riprap. Also, through the utilization of precast box culverts in lieu of cast-in-place boxes and installing the boxes under traffic with appropriate traffic controls, the Contractor will be able to eliminate the road closure and detour for CR 366 on the north end of project designated to occur in Phase II construction. 3F: County Convenience. Additional work desired by the County. The County is obligated to furnish two driveways on the Walther property and a pipe encasement crossing the new ROW on the Wolbrueck property in accordance with the ROW agreements. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Further testing of subgrade material indicated a need to increase lime treatment from 6% to 8%.

Adjusted Price = \$5,604,906.35



US 79 SECTION 3

(East of FM 1660 to CR 402)

Project Length: 3.4 Miles

Roadway Classification: Rural/Suburban Arterial

Roadway Section: 4-Lane Divided

Project Schedule: September 2010 - December 2011

Estimated Construction Cost: \$11.5 Million



SEPTEMBER 2010 IN REVIEW

09/03/2010: The Groundbreaking Ceremony is scheduled for Thursday, 9/9/10. The PreConstruction Meeting will be held on 9/13/10 and Notice to Proceed is anticipated to be issued to Ramming.

09/17/2010: The Notice to Proceed was issued to Ramming on 9/13/2010 and time charges begin on 9/27/2010. Ramming began placing the advance warning signs at the project limits and on all the intersecting roads.

09/24/2010: Ramming continued placing the advance warning signs and perimeter barricades. The installation of erosion control measures is scheduled for next week.

10/01/2010: Ramming's Subcontractor DNT has started stripping topsoil and grading for the culvert near the CR 101 intersection. The contractor is also demolishing the existing structures in accordance with the contract requirements and notifications.



Design Engineer: Klotz
Contractor: JD Ramming
Construction Inspection: Raba Kistner

Williamson County
Pass Through Financing Program

PASS THROUGH FINANCING: US 79 Section 3 (East of FM 1660 to CR 402)**Project No. 10WC817 TxDOT CSJ: 0204-02-027**

Original Contract Price = \$11,500,547.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/30/2010	7/30/2010	9/13/2010	9/27/2010	9/26/2011		455	0	455

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/15/2010	9/30/2010	4	\$95,914.20	\$95,914.20	1	1

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/25/2010	0.00	0.00

1A. Design Error or Omission. Incorrect PS&E. In the release of Addendum #3, the Engineer inadvertently added a bid item back in for Vegetative Watering, which had been changed to be a subsidiary cost in Addendum #2. This change order deletes the Vegetative Watering bid item and moves that cost to mobilization.

Adjusted Price = \$11,500,547.03

Williamson County Road Bond Project Construction Manual Revision Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Krista Zaleski, Road Bond
Submitted For: Krista Zaleski
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a revision to Project Construction Manual Section 3, Bid Instructions/Requirements

Background

This change requires bidders to submit a bid guaranty check instead of a bid bond. Amount will be 2% of bid price, minimum of \$10,000 and maximum of \$100,000.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Revised PCM Section 3](#)

Form Routing/Status

Form Started By: Krista Zaleski
Started On: 10/14/2010 09:32 AM
Final Approval Date: 10/14/2010

BID INSTRUCTIONS/REQUIREMENTS

Bids must be received in the Williamson County Purchasing Department **prior to ____PM on____, 2007.** At which time the Bids will be opened in the Williamson County Purchasing Department. Bids received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all Bids or award a contract to the lowest and best Bid.

SEALED BIDS may be hand-delivered to:

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

OR

SEALED BIDS may be mailed to:

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

ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT. (May be replaced with a computer generated printout, if submitted in an identical format to the proposal).

ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.

ONE (1) ORIGINAL AND THREE (3) COPIES OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL OR COPY.

ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.

For questions relating to the bidding process, contact Jonathan Harris – Assistant Purchasing Agent, (512) 943-1692.

For technical questions, contact the office of _____(Project Engineer). Put address and phone number of project engineer here.

FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

1. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. **This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.
2. All of the items listed are to be Free On Board to final destination (**FOB DESTINATION**) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all materials and/or services covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.
4. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the 2006 Road Bond Program.
5. Late Bid: Bids received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.
6. Altering Bid: Bids **cannot be altered or amended** after submission deadline.
7. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
8. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
9. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the Bid Package and or Bid Instructions/Requirements.
10. Delivery Times and Locations: The commodity and/or service covered by this Bid shall be as stated in the Bid Package.
11. Payments: The Construction Inspector will manage the Contractor payments. Invoices for the work specified in the Contract Documents will be submitted to the Construction Inspector. Upon satisfactory completion and acceptance of these invoices, the Construction Inspector will

forward the invoices to the County via the GEC. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's office, whichever is later. As a minimum, invoices shall include:

(1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address

(2) County contract, Purchase Order, and/or delivery order number

(3) Identification of items or service as outlined in the contract

(4) Quantity or quantities, applicable unit prices, total prices, and total amount

(5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Pam Navarrette, 943-1573.

12. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>. The Williamson County Conflict of Interest Statement is located in Section 4 of this manual. This form must be completed, signed, and submitted with your bid.
13. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

14. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

15. References: Williamson County **REQUIRES** bidder to supply with this Bid, a list of at least **three (3) references** where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
16. Bidder shall provide with this Bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of the Bid.
17. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Contractors will be given a reasonable opportunity before termination to correct the deficiencies. This, however,

shall in no way be construed as negating the basis for termination for non-performance.

18. Contract Administration: Under this contract, Joe England, County Engineer, Williamson County Unified Road & Bridge System, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.
19. Purchase Order: Williamson County shall generate a purchase order(s) to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
20. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
21. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the County, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages in accordance with Special Provision 000-1493 per day to County for every day past the specified completion date stated in the proposal.
22. BIDS **MUST BE**: legible and of a quality that can be reproduced.
23. Bid forms that are included in the Bid package shall be used. **CHANGES to Bid**

forms made by bidders shall DISQUALIFY THE BID. Exceptions to the Bid forms and or specifications shall be made on an **attachment** to the Bid package. **Call Jonathan Harris (512) 943-1692 for explanation if exceptions are needed.**

24. The Texas Labor Code, S406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, S402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

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

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1692, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

WORKERS' COMPENSATION INSURANCE COVERAGE.

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; &
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage

ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten(10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

25. PERFORMANCE AND PAYMENT

BONDS: Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents.

The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

26. **BIDDERS ~~BOND~~GUARANTY:** All bids shall be accompanied by a bid guaranty check, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 25 above, within ten (10) days after notice of award of contract to him. The guaranty check must be a certified cashier's check upon a National or State bank, ~~in an amount not less than five percent (5%) of the total maximum bid price,~~ payable without recourse to Williamson County. The check must be dated on or before the date of the bid opening, and must be no more than 90 days old. The bid guaranty amount will be the greater of \$10,000 or two percent (2%) of the total maximum bid price, up to a maximum amount of \$100,000, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 25 above, within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without a guaranty check ~~or bid bonds~~ will not be considered.
27. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the County elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
28. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the
- cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.
29. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should notify at once the Project Engineer and may obtain clarification or addendum prior to submitting any bid.
30. In case of ambiguity or lack of clarity in the statement of prices in the bids, the county reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
31. Award of the contract, if awarded, will be made within sixty (60) days after opening of the bids and no bidder may withdraw his bid within said sixty (60) day period of time unless a prior award is made.
32. Within ten (10) days of written notification of award of the contract, the bidder shall execute and furnish to the County the performance bond, or letter of credit if applicable, and payment bond as required by item 25 above; and the Certificate of Insurance showing coverages in accordance with contract documents. Failure to execute contract, Bonds and Certificate of Insurance shall be just cause for the annulment of the award. In case of the annulment of the award, the bid ~~guarantee~~ guaranty shall become the property of Williamson County, not as a penalty, but as a liquidated damage.
33. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.

34. **THE TEXAS HAZARD**

COMMUNICATION ACT, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

35. **THE WILLIAMSON COUNTY**

HAZARD COMMUNICATION PROGRAM POLICY Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

Hanusch Agreed Judgement - Haybarn Lane Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing Agreed Judgement with with Pearl Hanusch. (Haybarn Lane)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Hanusch Agreed Judgement - Haybarn Lane](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/14/2010 09:57 AM
Final Approval Date: 10/14/2010

CAUSE NO. 10-1278-CC1

WILLIAMSON COUNTY, TEXAS	§	IN THE COUNTY COURT AT LAW
Condemnor	§	
	§	
V.	§	NUMBER ONE OF
	§	
PEARL HANUSCH	§	
Condemnee	§	WILLIAMSON COUNTY, TEXAS

AGREED JUDGMENT

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Judgment by the Court. It appearing to the Court that it has jurisdiction of this matter, and that the parties have agreed to all of the provisions contained within this Judgment and desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee simple title to the Property and any improvements thereon located in Williamson County, which is more particularly described by metes and bounds in Exhibit "A" attached hereto, excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same be vested in Williamson County, Texas, Condemnor, and its assigns for the purpose of constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of Haybarn Road; and

It is further ORDERED that Condemnee recover from Condemnor the total sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60.00), of which amount:

1. FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) has previously been deposited by Condemnor into the registry of the court in connection with the entry of an award of the Special Commissioners in this cause; and
2. TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) now due to Condemnee and payable to Pearl Hanusch,, to complete the balance of the judgment,

as compensation for the acquisition, for which sum Condemnor is hereby given full credit in the total amount of this Judgment and for which no execution shall issue.

IT IS FURTHER ORDERED that Condemnee shall recover no interest on any sum awarded by this Judgment provided that Condemnor makes full payment of the sums provided herein within thirty (30) days after the execution of this Judgment by the Court.

IT IS FURTHER ORDERED that all costs be assessed against the Condemnor.

This Judgment is intended by the parties to fully and finally dispose of all claims, parties and issues in this lawsuit.

SIGNED this _____ day of _____, 2010.

Judge Presiding

AGREED:

Jason Rammel
State Bar No. 24056179
Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
Attorneys for Condemnor

John McClish
State Bar No. 13417000
1801 Lavaca, Suite 120
Austin, Texas 78701-1398
512-474-9875
512-474-9894 (fax)
Attorneys for Condemnees

Johnson Resolution for Condemnation - SH 195 (P111) Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Johnson)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Johnson](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/14/2010 10:25 AM
Final Approval Date: 10/14/2010

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, JANIS JOHNSON and RICHARD W. JOHNSON, hereinafter referred to as “GRANTOR”, whether one or more, is the owner of or tenant on that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits “A-B” (the “Property”), which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and through Williamson County, Texas, plan to acquire a fee simple interest in the tract(s) of land described in Exhibit “A”, and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT and PEDERNALES ELECTRIC COOPERATIVE plan to acquire a waterline/electric utility easement interest in the tract of land described in Exhibit “B”, collectively acting through Williamson County, Texas and identified as “GRANTEE” herein, whether through contract and conveyance or through eminent domain proceedings; and

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

Construction of the State Highway 195 roadway improvements and related utility adjustments (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of ONE HUNDRED THIRTY THOUSAND and FORTY TWO AND 00/100 Dollars for the right of way (\$130,042.00) and TWELVE THOUSAND TWO HUNDRED FIFTY SEVEN and 00/100 Dollars for the easement interests (\$12,257.00), which amount represents 100% of the estimated compensation for the acquisition of the right of way and easement Property to be acquired and any damages to or cost to cure the remaining property, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits “A-B”.

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described herein and shown in Exhibits “A-B”.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto on the Property described in Exhibit "A". The property described in Exhibits "B" shall be used only for the installation of waterline and electric utility facilities.

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for its current uses.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of a deposit of a Special Commissioners Award in any applicable condemnation suit for this acquisition.

4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantor's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.
5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
6. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, a Petition in Condemnation will be filed to acquire the specified parcel(s) within thirty (30) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$130,042 for the fee interests sought (parcel 111), or \$12,042 for the easement interests sought (parcel 111E), will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue for any of the required property interests is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity which owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

[signature page follows]

Executed this the ____ day of _____, 2010.

GRANTOR:

Janis Johnson

Address: _____

Richard W. Johnson

Address: _____

GRANTEE:
WILLIAMSON COUNTY, TEXAS

County Judge Dan A. Gattis

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

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Janis Johnson and Richard W. Johnson, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Johnson Possession and Use Agreement - SH 195 (P111) Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Marion K. Shipman regarding right-of-way on SH 195. (P111)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Johnson PUA - SH 195 - \(P111\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/14/2010 10:22 AM
Final Approval Date: 10/14/2010

[illegible]

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and through Williamson County, Texas, plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT and PEDERNALES ELECTRIC COOPERATIVE plan to acquire a waterline/electric utility easement interest in the tract of land described in Exhibit "B", collectively acting through Williamson County, Texas and identified as "GRANTEE" herein, whether through contract and conveyance or through eminent domain proceedings; and

Construction of the State Highway 195 roadway improvements and related utility adjustments (Project).

That in consideration of the payment of ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED TWO AND 00/100 Dollars for the right of way (\$130,042.00) and TWELVE THOUSAND TWO HUNDRED FIFTY SEVEN and 00/100 Dollars for the easement interests (\$12,042.00), which amount represents 100% of the estimated compensation for the acquisition of the right of way and easement Property to be acquired and any damages to or cost to cure the remaining property, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-B".

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described herein and shown in Exhibits "A-B".

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto on the Property described in Exhibit "A". The property described in Exhibits "B" shall be used only for the installation of waterline and electric utility facilities.

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for its current uses.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of a deposit of a Special Commissioners Award in any applicable condemnation suit for this acquisition.

4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantor's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.
5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
6. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, a Petition in Condemnation will be filed to acquire the specified parcel(s) within thirty (30) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$130,042 for the fee interests sought (parcel 111), or \$12,042 for the easement interests sought (parcel 111E), will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue for any of the required property interests is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity which owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

[signature page follows]

Executed this the ____ day of _____, 2010.

GRANTOR:

Janis Johnson

Address: _____

Richard W. Johnson

Address: _____

GRANTEE:
WILLIAMSON COUNTY, TEXAS

County Judge Dan A. Gattis

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

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Janis Johnson and Richard W. Johnson, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

American Dream RV's Inc, Resolution for Condemnation - US 183 (P13) Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (American Dream RV's Inc)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [American Dream RV Resolution - US 183](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/14/2010 10:31 AM
 Final Approval Date: 10/14/2010

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 2.756 acres owned by AMERICAN DREAM RV's INC, (parcel 14), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 14
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 2.756 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.087 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO AMERICAN DREAM RV'S, INC., AS RECORDED IN DOCUMENT NO. 1996055930, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.756 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 154+11.66, being in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the south line of said 5.087 acre tract and the north line of a called 4.00 acre tract of land, described in the deed to Trinity Christian Center, as recorded in Volume 1646, Page 445, of the Official Records of Williamson County, Texas, being the southeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the common east corner of said 5.087 acre tract and said 4.00 acre tract, bears N 68° 49' 44" E, a distance of 272.66 feet;

THENCE leaving said proposed east right-of-way line with said common line, S 68° 49' 44" W, a distance of 308.56 feet to a 1/2-inch iron pipe found for the common west corner of said 5.087 acre tract and said 4.0 acre tract, being in the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way, same being the south corner of the tract described herein;

THENCE leaving said common line with said existing east right-of-way line the following two (2) courses and distances:

1. N 21° 02' 37" W, a distance of 334.19 feet to a 1/2-inch iron rod found, for the west corner of said 5.087 acre tract, and
2. with the arc of a curve to the right a distance of 86.25 feet, through a central angle of 90° 17' 48", having a radius of 54.73 feet, and whose chord bears, N 24° 05' 28" E, a distance of 77.60 feet to a calculated point in the north line of said 5.087 acre tract, same being the existing south right-of-way line of Crider Lane, a 50 foot wide right-of-way;

THENCE leaving said existing east right-of-way line with said existing south right-of-way line, N 69° 13' 34" E, a distance of 288.46 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 237.60 feet left of U.S. Highway 183 Engineer's Centerline Station 150+31.04, being in said proposed east right-of-way line, for the north corner of the tract described herein;

THENCE leaving said existing south right-of-way line, with said proposed east right-of-way line, and crossing through the interior of said 5.087 acre tract the following three (3) courses and distances:

1. S 09° 00' 25" W, a distance of 72.27 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 150+90.75,
2. with the arc of a curve to the right a distance of 114.74 feet, through a central angle of 00° 58' 52", having a radius of 6700.00 feet, and whose chord bears, S 21° 35' 21" E, a distance of 114.73 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 152+02.06, and
3. S 21° 05' 55" E, a distance of 209.60 feet to the **POINT OF BEGINNING** and containing 2.756 acres of land, more or less.

This property description is accompanied by a separate sketch of even date.

All bearings shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

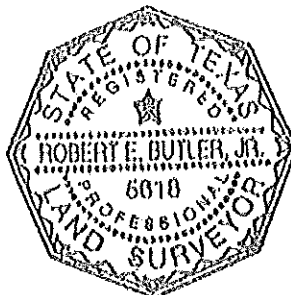
THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

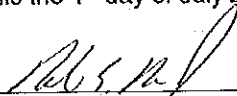
KNOW ALL MEN BY THESE PRESENTS:

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1st day of July 2009.

SURVEYING AND MAPPING, Inc.
 5508 West Highway 290
 Building B
 Austin, Texas 78735




 Robert E. Butler, Jr.
 Registered Professional Land Surveyor
 No. 5618 – State of Texas

RIGHT-OF-WAY SKETCH
PARCEL
14
WILLIAMSON COUNTY, TEXAS

Highland Horizon Phase II mitigation participation Commissioners Court - Regular Session

Date: 10/19/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on concurrence with Williamson County Conservation Foundation board on issuing determination letter and participation agreement on Highland Six Twenty Residential Ltd., aka Highland Horizon Phase II.

Background

The WCCF board took action on issuing a participation agreement at its October 13 meeting. A copy of the determination letter is attached. The WCCF board action followed an exchange of letters with the US Fish and Wildlife Service. A copy of their response letter dated October 12 is also attached. In the letter the Service recommended we proceed with issuing the referenced Participation Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [determination letter - Highland Phase II](#)

Link: [response letter from USFWS on Highland](#)

Form Routing/Status

Form Started By: Gary Boyd
 Started On: 10/13/2010 02:19 PM
 Final Approval Date: 10/13/2010



Also sent by electronic mail

Board of Directors
As of April 14, 2010

October 13, 2010

Pct. 1 Commissioner
Lisa Birkman,
Board President
Williamson County, TX

Pct. 3 Commissioner
Valerie Covey
Board Vice President
Williamson County, TX

Ken Boyer, P.E.
Boyer and Associates
Round Rock, TX

Patty Eason
Council Member
City of Georgetown, TX

Tony Glace
Chasco Construction
Leander, Texas

Chuck Walker
Walker Texas Surveyors, Inc.
Cedar Park, TX

Larry Quick
Don Quick & Associates
Round Rock, TX

**Highland Six Twenty Residential Ltd. And Highland 620 Land Investment Ltd.
c/o Mr. David Bodenman
211 East 7th Street Ste. #709
Austin, TX 78701**

Re: Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II.

Dear Mr. Bodenman:

The review of the referenced project has been completed in accordance with the Williamson County Regional Habitat Conservation Plan (RHCP). Based on the supporting documents you provided, the Williamson County Conservation Foundation makes the following determination as to your application:

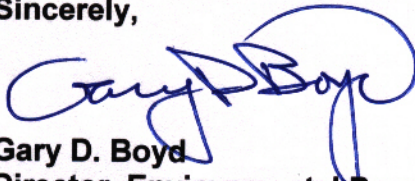
1. The mitigation fee for the referenced project will be \$184,415.00 (One hundred eighty four thousand four hundred fifteen and no hundredths Dollars). This amount ("Participation Fee") will be reflected in Paragraph 2 of the Participation Agreement.
2. Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-260-4237 – of the applicants' agreement to these mitigation terms.
3. This mitigation determination will be presented to the Williamson County Commissioner's Court for concurrence. The fee as referenced in #1 above has been received in the Williamson County Treasurer's office.
4. The Participation Agreement is in preparation and will be transmitted to you as soon as possible. The cover documents for the Agreement will include instructions for filing in Williamson County deed records.

These actions will complete your participation in the RHCP for the referenced project/tract. When we receive confirmation of filing, this office will, if you desire, prepare and mail a participation certificate to you. Although the certificate is not an official document, it may be posted at the project site as notification of participation in the Williamson County RHCP.

c/o Parks and Recreation
350 Discovery Blvd
Ste 207
Cedar Park, TX 78613

Should you have any questions about this letter, please contact WCCF.

Sincerely,



Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~  
Agreed as to both form and substance:

For the Highland Six Twenty Residential Ltd. And Highland 620 Land Investment Ltd.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## United States Department of the Interior

## FISH AND WILDLIFE SERVICE

10711 Burnet Road, Suite 200

Austin, Texas 78758

512-490-0057

512-490-0974



OCT 12 2010

Vice President  
Board President  
Williamson County Conservation Foundation  
c/o Parks and Recreation  
350 Discovery Blvd.  
Cedar Rapids, IA 52401

Re: Williamson County Regional Habitat Conservation Plan (HCP); Participation Application by  
Highland Six Twenty Residential Ltd., Highland 620 Land Investment, Ltd.

Dear Commissioner Birkman:

As previously discussed, the Williamson County Conservation Foundation ("Foundation") received an application for participation in the Williamson County Regional Habitat Conservation Plan from Highland Six Twenty Residential Ltd., (dba Highland 620 Land Investment, Ltd., "Developer"). The Developer submitted an application to you for Phase 2 "take" coverage of karst invertebrate species listed under the Endangered Species Act of 1973, as amended (Act) on our recommendation.

We recommend that you proceed with issuance of a Participation Agreement to Highland Horizon Phase 2 according to your permit terms and conditions. We will continue to work with the Developer to resolve issues on their Phase 1 development.

We regret that we will be unable to attend the Foundation's Board of Directors meeting, October 13, 2010. However, we continue to support the Foundation and Williamson County and we appreciate your commitment to threatened and endangered species conservation. If you have any questions or comments, please contact Luella Roberts at 512-490-0057, extension 222.

Sincerely,

Field Supervisor  
Austin Ecological Services

TAKE PRIDE  
IN AMERICA

## adopt a park program

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Gary Boyd, Parks  
**Submitted For:** Randy Bell  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider and take appropriate action regarding Adopt a Park program.

##### Background

The Williamson County Parks and Recreation Department is seeking community based volunteer groups to participate in our Adopt-a-Park program. The Adopt-a-Park program is volunteer supported, and invites one year partnership opportunities that will help build a sense of community pride and ownership around parks, trails, and facilities. The attachments are a program description, an agreement/commitment form and a volunteer waiver. All of the documents have been reviewed by Hal Hawes.

#### Fiscal Impact

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

#### Attachments

Link: [program description](#)

Link: [adopt a park agreement](#)

Link: [volunteer liability release](#)

#### Form Routing/Status

Form Started By: Gary Boyd      Started On: 10/14/2010 10:22 AM  
 Final Approval Date: 10/14/2010



*"We add quality to Life..."*

## **Williamson County Parks and Recreation Department**

### **Adopt-a-Park Program**

The Williamson County Parks and Recreation Department (the Department) is seeking community based volunteer groups (Volunteers) to participate in our Adopt-a-Park program. The Adopt-a-Park program is volunteer supported, and invites one year partnership opportunities that will help build a sense of community pride and ownership around parks, trails, and facilities.

Volunteers can help Williamson County Parks in a variety of ways:

- Park preservation and care
- Trail projects
- Habitat restoration
- Special events
- Outdoor education

### **The Program**

#### **Volunteers must be willing to:**

- Organize community based volunteer groups
- Commit to a minimum of one year of service
- Participate in at least 4 major events during the service year
- Coordinate volunteer efforts with existing park users
- Document volunteer activities / hours, donations, and / or financial contributions, and provide this information to the Department quarterly
- Operate within assigned duties as approved by the Department
- Coordinate with the Department (via an approval form) before beginning any special projects on park lands (e.g. tree removal or planting, construction, facility / grounds renovation, park maintenance and improvements, trail projects, etc)
- Coordinate use of any power tools or power equipment on park lands
- Follow all Department rules and regulations, and follow all industry standards and guidelines that regulate intended activities
- Conduct yourself in a manner that reflects the positive partnership and professional commitment of both the Department and the volunteer.
- Be known as a volunteer, and not a Williamson County Parks & Recreation Department employee

#### **Williamson County PARD will:**

- Review, consider, and approve proposals
- Encourage, guide, support, monitor, and provide leadership to the volunteers.
- Provide basic tools where possible.
- Recognize only one support group per park, facility, or section of trail per year
- Erect a sign that recognizes the name (or acronym) of the volunteers adopting the park or facility (must initially complete 100 hours of service and remain engaged through the year)

Please complete and submit a partnership agreement to get started.

Submit by mail to: Williamson County Parks & Recreation Department  
350 Discovery Blvd. Suite 207  
Cedar Park, Texas 78613  
512-260-4283

or email to: [parks&rec@wilco.org](mailto:parks&rec@wilco.org)

**Thank you for making Williamson County Parks great!**



Parks and Recreation  
350 Discovery Blvd. Suite 207  
Cedar Park, Texas 78613  
Phone 512.260.4283  
Fax 512.260.4237  
[parks&rec@wilco.org](mailto:parks&rec@wilco.org)

**ADOPT-A-PARK  
PARTNERSHIP AGREEMENT / COMMITMENT**

- \* Park preservation and care
- \* Trail Projects
- \* Habitat restoration
- \* Events
- \* Education
- \* Environmental protection

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Group / Organization name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ email: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Which park or section of trail do you wish to adopt? \_\_\_\_\_

What are your project or activity ideas? \_\_\_\_\_

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Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Date Received: \_\_\_\_\_

Department ( ) Approved ( ) Disapproved

by \_\_\_\_\_ Date \_\_\_\_\_

Additional Comments:

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WILLIAMSON COUNTY PARKS & RECREATION DEPARTMENT  
VOLUNTEER AGREEMENT / WAIVER

Parks and Recreation

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Individual / Organization/Group)

FOR AND IN CONSIDERATION OF WILLIAMSON COUNTY'S AGREEMENT TO ALLOW ME TO PARTICIPATE IN ITS VOLUNTEER PROGRAM AT ITS AREA PARKS AND FACILITIES, I THE UNDERSIGNED ADULT 18 YEARS OF AGE OR OLDER, BINDING MY HEIRS, EXECUTORS, ADMINISTRATORS, ESTATE AND ASSIGNS, DO HEREBY RELEASE AND AGREE TO HOLD HARMLESS WILLIAMSON COUNTY, ITS PARKS AND RECREATION DEPARTMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, VISITORS AND VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "COUNTY"), FROM ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, DEMANDS, OR DAMAGES BASED ON INJURIES TO MY PERSON, PROPERTY, RELATIONS, OR INTERESTS ARISING OR RESULTING FROM ANY ACT, OMISSION, OR OCCURRENCE BY OR ASSOCIATED WITH THE COUNTY OR ANY OTHER PARTICIPANT IN THE VOLUNTEER PROGRAM WHILE PARTICIPATING IN THE COUNTY'S VOLUNTEER PROGRAM OR WHILE TRAVELING TO OR FROM THE PLACE AT WHICH SUCH ACTIVITIES WILL BE CONDUCTED.

BY SIGNING BELOW, I ACKNOWLEDGE, ATTEST, AND VERIFY THAT, TO THE BEST OF MY KNOWLEDGE, MY PHYSICAL AND MENTAL CONDITION AND FITNESS ARE ADEQUATE FOR ME TO SAFELY PARTICIPATE IN ANY AND ALL PORTIONS OF THE COUNTY'S VOLUNTEER PROGRAM FOR WHICH I HAVE VOLUNTEERED; FURTHER, I ACKNOWLEDGE AND AGREE THAT IF ANY HEALTH PROFESSIONAL, PHYSICIAN, OR ANY OTHER QUALIFIED INDIVIDUAL HAS ADVISED ME AGAINST FULL PARTICIPATION IN ANY AND ALL PORTIONS OF THE ACTIVITIES OR THE WORK ENVIRONMENT TYPICAL OF THE COUNTY'S VOLUNTEER PROGRAM, I KNOWINGLY ACCEPT AND ASSUME THE RISK OF SUCH PERFORMANCE AND PARTICIPATION. I ACKNOWLEDGE AND UNDERSTAND THAT I AM PARTICIPATING IN THIS PROGRAM ON A PURELY VOLUNTARY BASIS. I AGREE TO EXERCISE REASONABLE CARE IN CONNECTION WITH ANY WORK OR ACTIVITY OF THE COUNTY'S VOLUNTEER PROGRAM AND AGREE TO TAKE APPROPRIATE SAFETY PRECAUTIONS TO PROTECT MYSELF AND OTHERS, AS WELL AS ANY AND ALL COUNTY PROPERTY, FROM DAMAGE OR INJURY. I AGREE TO PROMPTLY NOTIFY THE COUNTY IN THE EVENT I SUSPECT OR OBSERVE ILLEGAL, UNPROFESSIONAL, DANGEROUS, OR DESTRUCTIVE CONDUCT OF ANY PERSON IN CONNECTION WITH THE COUNTY'S VOLUNTEER PROGRAM.

I UNDERSTAND AND AGREE THAT AS A VOLUNTEER, I AM NOT AN EMPLOYEE OF WILLIAMSON COUNTY, AND I AM NOT ENTITLED TO ANY COMPENSATION OR BENEFITS OF ANY KIND, EXCEPT AS OTHERWISE REQUIRED BY LAW.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

IF APPLICANT IS UNDER 18 YEARS OF AGE, APPLICANT'S PARENT OR LEGAL GUARDIAN HEREBY AGREES TO THE ABOVE ON APPLICANT'S BEHALF AND EVIDENCES SUCH AGREEMENT BY SIGNING BELOW FOR THE "MINOR" APPLICANT INDICATING OUR JOINT ACCEPTANCE OF THESE TERMS:

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Office Use

\_\_\_\_\_  
Date received

\_\_\_\_\_  
Williamson County Parks and Recreation Employee



## Office of Attorney General Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Cathy Mendoza, District Clerk  
**Submitted For:** Lisa David  
**Department:** District Clerk  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action on approving the Office of the Attorney General Contact between the AG and Williamson County

#### Background

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### Fiscal Impact

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

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### Attachments

Link: [Contract](#)

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### Form Routing/Status

Form Started By: Cathy      Started On: 09/27/2010 03:21  
Mendoza      PM  
Final Approval Date: 09/28/2010

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# **Aquaforest TIFF Junction Evaluation**

**Cooperative Agreement  
between  
The Office of the Attorney General  
of the State of Texas  
and  
Williamson County, Texas**

**CONTRACT NO. 11-C0073**

## **1. INTRODUCTION & PURPOSE**

- 1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas State Disbursement Unit (TXSDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.
- 1.2. Williamson ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU.
- 1.3. This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.
- 1.4. The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TXSDU including all of their subsystems, functions, processes, and security requirements.
- 1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at <http://portal.cs.oag.state.tx.us>.

## **2. CONTRACT PERIOD**

- 2.1. This Contract shall commence on September 1, 2010 and shall terminate on August 31, 2012, unless terminated earlier by provisions of this Contract.

## **3. REQUIREMENTS OF THE OAG AND THE COUNTY**

### **3.1. State Case Registry Activities**

- 3.1.1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.
  - 3.1.1.1. County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.

# Aquaforest TIFF Junction Evaluation

3.1.1.2. County must provide, if available, the following data elements:

- 3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)
- 3.1.1.2.2. family violence indicator, if applicable
- 3.1.1.2.3. name of each participant (last and first)
- 3.1.1.2.4. sex code for each participant
- 3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant
- 3.1.1.2.6. cause number
- 3.1.1.2.7. cause county code
- 3.1.1.2.8. start date of cause
- 3.1.1.2.9. order modification date
- 3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).

3.1.1.3. County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.

3.1.1.4. County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case closure and order transfers.

3.1.1.5. County shall endeavor to provide all available new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of the "date received time stamp" indicating that the order was received by the District Clerk or Local Registry's office. While this Timeliness Performance Standard is established as a goal for counties rather than a requirement, the OAG intends to monitor and report County performance toward meeting the Standard.

3.1.1.6. The provisions of 3.1.1.5 notwithstanding, County shall provide essential new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of notification by the Texas TXSDU that a payment was received.

3.1.1.7. County shall provide updated information on existing orders within three (3) working days of receipt.

3.1.1.8. County shall provide new and updated case information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.

3.1.1.9. County shall ensure that payments on cases that have been redirected from the County registry to the TXSDU are paid to the TXSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as applicable) shall send all erroneously received child support payments to the TXSDU within one day of receipt.

3.1.1.10. County agrees that all court orders must direct child support payments to the (TXSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a

# Aquaforest TIFF Junction Evaluation

particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.

- 3.1.1.11. County shall work with the TXSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

## 3.2. LOCAL CUSTOMER SERVICE

### 3.2.1. County Customer Service Unit Resources and Services

- 3.2.1.1. The term "Child Support Cases" when used in this Section and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

- 3.2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

- 3.2.1.2.1. These activities include but are not limited to:

- 3.2.1.2.1.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.

- 3.2.1.2.1.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.

- 3.2.1.2.1.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

- 3.2.1.2.1.4. Providing a certified copy of the court order timely to the OAG upon request.

- 3.2.1.2.2. The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

- 3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.

### 3.2.3. Customer Service Unit Documentation

- 3.2.3.1. County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.

- 3.2.3.2. County shall perform the Customer Service Unit services using the following guidelines:

- 3.2.3.2.1. Respond to written inquiries within five (5) County work days,

- 3.2.3.2.2. take action on information received within three (3) County work days,

- 3.2.3.2.3. document case record of action or information received at time of receipt,

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- 3.2.3.2.4. follow up to a telephone inquiry within three (3) County work days,
- 3.2.3.2.5. return phone calls within three (3) County work days,
- 3.2.3.2.6. see a customer the same day or schedule appointment within three (3) County work days of request.
- 3.2.3.3. County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center (800-252-8014).
- 3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:
  - 3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).
  - 3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).
  - 3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name: Interface Control Document 015 (ICD015).
  - 3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).
- 3.2.4. The electronic file associated with customer service activity that the County may transmit is:
  - 3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).
- 3.2.5. In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.
- 3.2.6. County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG TXCSES Web application.

## 3.3. ACCESSING OAG SYSTEMS

### 3.3.1. County Responsibilities

- 3.3.1.1. Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.
- 3.3.1.2. County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.
- 3.3.1.3. Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and

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ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.

- 3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 3.3.1.5. Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.
- 3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.
- 3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

## 3.4. OAG Responsibilities

- 3.4.1. OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

## 4. REIMBURSEMENT

- 4.1. OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.
- 4.2. OAG shall forward a Summary and Reimbursement Voucher for any particular month's activities to the County for review and approval by the 25<sup>th</sup> day of the following month.
- 4.3. If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

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## 4.3.1. County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service  
Mail Code: 062  
Office of the Attorney General  
PO Box 12017  
Austin, TX 78711-2017

- 4.4. If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

## 4.4.1. OAG Rights Upon Loss of Funding

### 4.4.1.1. Legislative Appropriations

- 4.4.1.1.1. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

## 4.4.2. Provision of Funding by the United States

- 4.4.2.1. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate

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this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

## 4.5. Reimbursement Rates

### 4.5.1. State Case Registry

4.5.1.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of \$12.61 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of \$4.01 per Registry Only Court Order updated. Thus:  $[(\text{Calendar Month new and modified Registry Only Court Orders provided} \times \$12.61) + (\text{Calendar Month Registry Only Court Orders updated} \times \$4.01)] \times \text{Federal Share} = \text{OAG Liability}$ .

### 4.5.2. Local Customer Service

4.5.2.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$4.13 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2009 annualized is 19%. Thus:  $(\text{Calendar Month IV-D Inquiries Handled by County Personnel}) + (\text{Calendar Month Registry Only Inquiries Handled by County Personnel} - \text{Federal Disallowance Percentage}) \times (\$4.13) \times (\text{Federal Share}) = \text{OAG Liability}$ .

## 4.6. Limitation of OAG Liability

4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.



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- 4.6.3. County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.
- 4.6.4. The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.
- 4.6.5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.
- 4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Forty Two Thousand Four Hundred Dollars and No Cents (\$42,400.00)**.
- 4.7. Assignment of Claims
  - 4.7.1. County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

## 5. CONTRACT MANAGEMENT

### 5.1. Written Notice Delivery

- 5.1.1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

#### 5.1.1.1. County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Lisa David (or his/her successor in office)  
Williamson County District Clerk  
P.O. Box 24  
Georgetown, TX 78627-0024

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## 5.1.1.2. OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)  
Deputy Attorney General for Child Support  
Office of the Attorney General  
PO Box 12017  
Austin, TX 78711-2017

With copies to:

Joseph Fiore (or his successor in office)  
Managing Attorney, Contracts Attorneys, Child Support Division  
Office of the Attorney General  
PO Box 12017  
Austin, TX 78711-2017

and

Allen Broussard (or his successor in office)  
Manager, Government Contracts  
Office of the Attorney General  
PO Box 12017  
Austin, TX 78711-2017

## 5.2. Controlled Correspondence

- 5.2.1. After execution of this Contract, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. The OAG has procedures in place to number and track such communications as Controlled Correspondence. Any communication not generated in accordance with such procedures and not signed out by a designated position shall not be binding upon the parties and shall be of no effect. The OAG IV-D Director and the Contract Manager are designated as authorized signatories for all Controlled Correspondence with the County on behalf of the OAG. Unless otherwise notified by the County, the OAG shall consider the District Clerk or Local Registry's office, as the County signatory to this Contract, as authorized signatories for all Controlled Correspondence on behalf of the County. In the case of any inconsistency or conflict between such procedures and a Contract provision, the Contract provision shall control. Controlled Correspondence shall not be used to change pricing or alter the provisions of this Contract. Any such change requires a Contract amendment. Controlled Correspondence may be used to document interpretations of the provisions of this Contract.

## 5.3. Inspections, Monitoring and Audits

- 5.3.1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with

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the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, logs, audit trails or books (collectively referred to as records) relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit claim, negotiation, and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

## 5.4. Reimbursement of Audit Penalty

- 5.4.1. If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

## 5.5. Remedies for Non-Performance

- 5.5.1. Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.
- 5.5.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.
- 5.5.3. If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective

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action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

## 5.6. Training on OAG Systems

- 5.6.1. Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo  
Office of the Attorney General  
Mail Code 053  
PO Box 12017  
Austin, TX 78711-2017  
email address: CSD-TRN@cs.oag.state.tx.us

## 5.7. Assignment

- 5.7.1. County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

## 5.8. Liaison

- 5.8.1. County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

## 5.9. Subcontracting

- 5.9.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

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## 5.10. Dispute Resolution Process for County Breach of Contract Claim

- 5.10.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.
- 5.10.2. County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 5.10.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.
- 5.10.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 5.10.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 5.10.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

## 5.11. Reporting Fraud, Waste or Abuse

- 5.11.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:
  - 5.11.1.1. the Contract Manager
  - 5.11.1.2. the Deputy Director for Contract Operations, Child Support Division
  - 5.11.1.3. the Director, Child Support Division the Deputy Director, Child Support Division
  - 5.11.1.4. the OAG Ethics Advisor
  - 5.11.1.5. the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us)
  - 5.11.1.6. the State Auditor's Office hotline for fraud (1-800-892-8348).
- 5.11.2. The report of suspected misconduct shall include (if known):
  - 5.11.2.1. the specific suspected misconduct
  - 5.11.2.2. the names of the individual(s)/entity(ies) involved

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- 5.11.2.3. the date(s)/location(s) of the alleged activity(ies)
  - 5.11.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
  - 5.11.2.5. any documents which tend to support the allegations.
- 5.11.3. The words fraud, waste or abuse as used in this Section have the following meanings:
- 5.11.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
  - 5.11.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
  - 5.11.3.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

## 6. CONFIDENTIALITY AND SECURITY

### 6.1. Confidentiality and Security Provisions

#### 6.1.1. General

- 6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.
- 6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.
- 6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.
- 6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

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- 6.1.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.
  - 6.1.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.
  - 6.1.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.
  - 6.1.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.
  - 6.1.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 10-2007) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf.
  - 6.1.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.
- 6.2. OAG Data Usage and Storage
- 6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation

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sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall annually re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support online Login Policy (Attachment C).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.10-2007) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external not-organization-controlled network [e.g. the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075 Section 4.7 Alternate Work Sites.

## 6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a completed OAG-Child Support Division



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“Certificate of Destruction for Contractors and Vendors” (Attachment H; a copy of which is attached hereto and included herein).

- 6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.
- 6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County’s services under this Agreement. County shall forward via fax any information requests to:

Public Information Coordinator  
Office of the Attorney General  
Fax (512) 494-8017

## 6.4. Security Incidents

### 6.4.1. Response to Security Incidents

- 6.4.1.1. County shall respond to detected security incidents. The term “security incident” means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

- 6.4.1.1.1. Initial responders
- 6.4.1.1.2. Containment
- 6.4.1.1.3. Management Notification
- 6.4.1.1.4. Documentation of Response Actions
- 6.4.1.1.5. Expeditious confirmation of system integrity
- 6.4.1.1.6. Collection of audit trails and similar evidence
- 6.4.1.1.7. Cause analysis
- 6.4.1.1.8. Damage analysis and mitigation
- 6.4.1.1.9. Internal Reporting Responsibility
- 6.4.1.1.10. External Reporting Responsibility
- 6.4.1.1.11. OAG Contract Manager’s and OAG CISO’s name, phone number and email address.

- 6.4.2. Attachment G is County’s current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

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## 6.5. Notice

- 6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Plan.
- 6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.
- 6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.
- 6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

## 6.6. Final Report

- 6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:
  - 6.6.1.1. a detailed explanation of the cause(s) of the security incident;
  - 6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and
  - 6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 6.6.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

## 6.7. Independent Right to Investigate

- 6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and

# Aquaforest TIFF Junction Evaluation

systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

## 6.8. Security Audit

### 6.8.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

6.8.1.4. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's subcontractors, if such data or reports pertain, in whole or in part, to the Agreement Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Agreement.

## 6.9. Remedial Action

### 6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

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- 6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

## 6.10. Notice to Third Parties

- 6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.
- 6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.
- 6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

## 6.11. Commencement of Legal Action

- 6.11.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

## 7. AMENDMENT

- 7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

## 8. TERMINATION OF CONTRACT

### 8.1. Termination

- 8.1.1. Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of

# Aquaforest TIFF Junction Evaluation

such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

## 8.2. Survival of Terms

- 8.2.1. Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

## 9. TERMS AND CONDITIONS

### 9.1. Federal Terms and Conditions

#### 9.1.1. Compliance with Law, Policy and Procedure

- 9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section above. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

#### 9.1.2. Civil Rights

- 9.1.2.1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

#### 9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00.

- 9.1.3.1. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 9.1.3.2. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

# Aquaforest TIFF Junction Evaluation

## 9.1.4. Environmental Protection (Contracts in Excess of \$100,000.00)

- 9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

## 9.1.5. Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]

- 9.1.5.1. Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.
- 9.1.5.2. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

## 9.2. News Releases or Pronouncements

- 9.2.1. News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

## 9.3. Date Standard

- 9.3.1. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

## 9.4. Headings

- 9.4.1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

## 9.5. Agreement Relating to Debts or Delinquencies Owed to the State

- 9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

# Aquaforest TIFF Junction Evaluation

## 9.6. Non-Waiver of Rights

- 9.6.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

## 9.7. No Waiver of Sovereign Immunity

- 9.7.1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

## 9.8. Severability

- 9.8.1. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

## 9.9. Applicable Law and Venue

- 9.9.1. Applicable Law and Venue: County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Williamson County. All payments under this Contract shall be due and payable in Travis County, Texas.

## 9.10. Entire Contract

- 9.10.1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contracts between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

## 9.11. Counterparts

- 9.11.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# **Aquaforest TIFF Junction Evaluation**

## **9.12. Attachments**

- 9.12.1. Attachment A: OAG Information Security Policy Manual
- 9.12.2. Attachment B: OAG Automated Computer System Access - Statement of Responsibility
- 9.12.3. Attachment C: Child Support Online Login Policy
- 9.12.4. Attachment D: Data Integrity Procedures Changes to Case Information
- 9.12.5. Attachment E: Certification Regarding Lobbying
- 9.12.6. Attachment F: IRS Publication 1075 (Rev.10-2007)
- 9.12.7. Attachment G: Incident Response Plan
- 9.12.8. Attachment H: Certificate of Destruction for Contractors and Vendors

**THIS CONTRACT IS HEREBY ACCEPTED**

**OFFICE OF THE ATTORNEY GENERAL**

**WILLIAMSON COUNTY**

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Alicia G. Key  
Deputy Attorney General for Child Support

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The Honorable Dan A. Gattis  
County Judge, Williamson County



## PSTP PROJECT MANAGEMENT

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** John Sneed, EMS  
**Submitted For:** John Sneed  
**Department:** EMS  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and take appropriate action regarding the duties and compensation of the Project Manager for the Public Safety Technology Project.

##### Background

Now that we are in the configuration process of the PSTP, I would like to propose that we bring the Project Management in-house. At the recommendation of the Sheriff's Department we would like to assign the Project Management duties to Richard Semple. With his IT and GIS background, he is an excellent fit for this project. He has also earned the respect of the entire PSTP group as a leader in this field. Jefferson and Associates requested contract extension was \$200,000 for the next phase. I am recommending that we give Richard a \$1,000 per month stipend for the temporary additional responsibilities of PM for the PSTP. This stipend will be funded out of 100-583. It will end when we have successfully implemented all of our departments and cities on our system.

#### Fiscal Impact

| From/To | Acct No.       | Description       | Amount    | Sort Seq |
|---------|----------------|-------------------|-----------|----------|
| From    | 100-583-000507 | Transfer to RCS   | 14,308.80 |          |
| To      | 100-503-001925 | Salary Supplement | 12,000.00 |          |
| To      | 100-503-002010 | FICA              | 918.00    |          |
| To      | 100-503-002020 | Retirement        | 1,390.80  |          |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

| Route Seq | Inbox                   | Approved By | Date                | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1         | County Judge Exec Asst. | Wendy Coco  | 10/11/2010 09:20 AM | APRV   |
| 4         | EMS (Originator)        | John Sneed  | 10/14/2010 08:38 AM | APRV   |

Form Started By: John Sneed  
 Started On: 10/08/2010 03:59 PM  
 Final Approval Date: 10/14/2010

## Emergency Management department grant funded position Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Mary Tomasek, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action regarding request for one (1) grant funded position in Emergency Management department.

#### Background

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### Fiscal Impact

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

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### Attachments

Link: [Emer Mgmt Position](#)

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### Form Routing/Status

Form Started By: Mary Tomasek  
Started On: 10/14/2010 11:05 AM  
Final Approval Date: 10/14/2010

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## Williamson County Job Description

### Dept: Emergency Management

Job Title: Emergency Management  
(EM) Technician

FLSA: Nonexempt

Pay Grade: 19

Effective Date: Oct. 2010

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#### **JOB SUMMARY:**

- Provides professional administration and assistance to 911 Communications including office administration, accounting and reception, grant administration and compliance, credentialing, meeting coordination and miscellaneous information technology support.

#### **ESSENTIAL DUTIES:**

- Reports directly to the Manager of Emergency Management.
- Provides professional office reception to 911 Communications including answering telephones, greeting visitors, filing, typing and correspondence.
- Responsible for the accurate tracking of employees.
- Prepares purchase requisitions for the office for purchase order approval.
- Responsible for various accounting duties and responsibilities to including payroll, purchasing, accounts payable and personnel information.
- Responsible for SPARS to include state grant authorization, project tracking and reimbursement systems.
- Tracks assets to include Homeland Security Grant items pre – 2004 to current.
- Provides NIMS training compliance tracking.
- Provides TRRN state mandated grant asset tracking and EMPG tracking and compliance.
- Responsible for the implementation of new employee credentialing system to include employee information maintenance and photo ID creation.
- Arranges meetings (LEPC, EPG, IMT, CWPP) to include identifying locations, preparing agendas and corresponding meeting announcements.
- Responsible for meeting minutes to include recording, preparing and maintaining official minute documents.
- Provides information technology support to include website maintenance and development, WebEOC support for user credentialing / login support and emergency notification systems for notification list development and maintenance.
- May be subject to emergency management situations that may require working afterhours, weekends and holidays.
- Must readily comply with departmental and county-wide policies and procedures.
- Related miscellaneous projects as assigned.
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position.

## Williamson County Job Description

### Dept: Emergency Management

Job Title: Emergency Management  
(EM) Technician

FLSA: Nonexempt

Pay Grade: 19

Effective Date: Oct. 2010

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#### **PHYSICAL DEMANDS:**

Position involves sitting at a desk or other workstation, standing, and frequent communication to various County employees, outside agencies, and the general public.

#### **ENVIRONMENTAL FACTORS:**

Work is primarily indoors in an air-conditioned, smoke free office / courtroom. Continual work at a computer keyboard. High stress, pressure of deadlines and case management under limited time constraints. Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required to meet deadlines and accuracy requirements. This is an FLSA nonexempt position.

#### **MINIMUM QUALIFICATIONS:**

High school diploma or equivalent with 2-4 years related experience. A working knowledge of Windows, Microsoft Word, Excel, PowerPoint, Access, Oracle, 10 key calculator by touch, fax and copy machines. Excellent interpersonal, oral and written communication skills. Ability to work effectively with co-workers, employees, and management in a pleasant, professional manner. Must have strong organizational skills and proven ability to maintain accurate, detailed records that will be audited periodically. Must be able to work under pressure in a high volume office, produce accurate work and meet established deadlines. Must be mature, dependable, resourceful, and able to work independently and to maintain strict confidentiality. Subject to criminal background check. Valid Texas drivers license with good driving record. Must be able to work flexible hours such as overtime, weekends and holidays as needed.

**PREFERRED REQUIREMENTS:** Bachelor degree in a related field with experience working in emergency management and grant administration / compliance. Experience with WebEOC, NIMSCAST, TRRN and Web support.

## Williamson County Job Description

Dept: Emergency Management

Job Title: Emergency Management  
(EM) Technician

FLSA: Nonexempt

Pay Grade: 19

Effective Date: Oct. 2010

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### **SIGNATURES—REVIEW AND COMMENT:**

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Mgr of Emergency Management  
Job Title of Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

Mgr of Emergency Management  
Job Title of Department Head

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

### **Comments:**

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

## Budget Amendment

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Ashlie Koenig, County Judge  
**Department:** County Judge  
**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 for the Emergency Management Department

##### Background

To acknowledge and recognize the revenue received from the EMPG Grant

#### Fiscal Impact

| From/To | Acct No.         | Description        | Amount      | Sort Seq |
|---------|------------------|--------------------|-------------|----------|
|         | 0100-0000-370507 | EMPG Grant Revenue | \$44,995.99 |          |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Judge Exec Asst. | Wendy Coco    | 10/14/2010 11:42 AM | APRV   |
| 4         | Budget (Originator)     | Ashlie Koenig | 10/14/2010 11:56 AM | APRV   |

Form Started By: Ashlie Koenig  
 Started On: 10/14/2010 10:06 AM  
 Final Approval Date: 10/14/2010

## Budget Amendment

### Commissioners Court - Regular Session

Date: 10/19/2010  
 Submitted By: Ashlie Koenig, County Judge  
 Department: County Judge  
 Agenda Category: Regular Agenda Items

#### Information

##### Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Emergency Management Department.

##### Background

To create funds to allow for the grant funded (EMPG funds) position to assist with 2009-2010 flooding in Williamson County

#### Fiscal Impact

| From/To | Acct No.         | Description           | Amount      | Sort Seq |
|---------|------------------|-----------------------|-------------|----------|
|         | 0100-0541-001100 | Emerg Mgmt/Salary     | \$31,837.30 |          |
|         | 0100-0541-002010 | Emerg Mgmt/FICA       | \$2,435.55  |          |
|         | 0100-0541-002020 | Emerg Mgmt/Retirement | \$3,689.94  |          |
|         | 0100-0541-002030 | Emerg Mgmt/Insur      | \$7,033.20  |          |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Judge Exec Asst. | Wendy Coco    | 10/14/2010 11:42 AM | APRV   |
| 4         | Budget (Originator)     | Ashlie Koenig | 10/14/2010 11:56 AM | APRV   |

Form Started By: Ashlie Koenig  
 Started On: 10/14/2010 10:12 AM  
 Final Approval Date: 10/14/2010

## 2010-2011 Wellness Program Commissioners Court - Regular Session

Date: 10/19/2010  
Submitted By: Mary Tomasek, Human Resources  
Department: Human Resources  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action regarding the 2010 - 2011 Williamson County Wellness Program - "Commit to be Fit" beginning November 1, 2010.

#### Background

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### Fiscal Impact

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

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Mary Tomasek  
Started On: 10/14/2010 11:08 AM  
Final Approval Date: 10/14/2010

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## Incentive Pay Plan for FY 2012

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Mary Tomasek, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Discuss and take appropriate action regarding Williamson County Incentive Pay Plan for FY 2012.

##### Background

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#### Fiscal Impact

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

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#### Attachments

*No file(s) attached.*

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#### Form Routing/Status

Form Started By: Mary Tomasek      Started On: 10/14/2010 11:11 AM  
Final Approval Date: 10/14/2010

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**Cornell, Smith & Mierl, LLP**  
**Commissioners Court - Regular Session**

**Date:** 10/19/2010  
**Submitted By:** Mary Tomasek, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action regarding 7/27/2010 action taken by the Commissioner's Court to approve employment of Steve Mierl and Firm of Cornell, Smith & Mierl, LLP to represent Williamson County regarding General Employment Law Advice and Counsel as matters may arise and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act.

**Background**

"On 7/27/2010, the court approved the expenditure of up to \$10,000 for services rendered by this firm. The purpose of this agenda item is to allow for review and consideration of the amount previously defined in that action."

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Mary Tomasek      Started On: 10/14/2010 11:16 AM  
 Final Approval Date: 10/14/2010

## Change in Election Day polling place for Precinct 266. Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Kay Eastes, Elections  
**Submitted For:** Rick Barron  
**Department:** Elections  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and consider approving change in Election Day polling place for Precinct 266.

#### Background

On August 17, 2010, the Court approved Riviera Springs Clubhouse, 2402 E. Riviera Dr., Cedar Park, as the Election Day polling place for county precinct 266. On or about September 8, 2010, the county experienced a "rain event," and the facility was damaged by rain and flooding. We were advised to check back after October 1 to see if the damage had been repaired and the site available for use on Election Day. As of last week, repairs had not yet been started. An estimate of three weeks was given; however, an assessment had not been made to determine the full extent of the damage. We are, therefore, requesting the site be changed to Cedar Park Randalls, 1400 Cypress Creek Road, Cedar Park. Cedar Park Randalls was the the Election Day polling location for the November 2009 election, 2010 Republican Party and Democratic Party Primary Elections, and 2010 Republican Party Primary Runoff Election. It replaced Riviera Springs Clubhouse in 2009 because R. S. Clubhouse was under renovation. Postcards will be mailed to households of registered voters in Precinct 266 making them aware that Cedar Park Randalls is their Election Day polling location for the November 2, 2010 election. Cedar Park Randalls is also a full-time early voting site for the 11.2.10 elections.

### Fiscal Impact

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

### Attachments

Link: [Chg in ED polling plact, Pct 266](#)

### Form Routing/Status

Form Started By: Kay Eastes      Started On: 10/12/2010 03:25 PM  
 Final Approval Date: 10/13/2010

**ORDER APPROVING CHANGE IN ELECTION DAY POLLING PLACE  
FOR PRECINCT 266 FOR THE GENERAL ELECTION  
NOVEMBER 2, 2010**

On this 19<sup>th</sup> day of October, 2010, the Commissioners Court of Williamson County, Texas, determined that, due to flood damage to the Riviera Springs Clubhouse located at 2402 E. Riviera Drive, Cedar Park, Texas, that site needs to be replaced as the Election Day voting location for county Precinct 266 registered voters.

The proposed location has served as the Election Day poll site for Precinct 266 for the November 2009 Constitutional Amendment Election, 2010 Republican Party and Democratic Party Primary Elections, and 2010 Republican Party Primary Runoff Election.

It is, therefore, ORDERED that the General Election being held for Williamson County registered voters on November 2, 2010, from 7:00 a.m. until 7:00 p.m., in county Precinct 266, shall be conducted at the Election Day polling location, as follows:

Precinct: 266  
Location: Cedar Park Randalls  
Address: 1400 Cypress Creek Road, Cedar Park, Texas 78613

Issued this the \_\_\_\_\_ day of October, 2010.

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Dan A. Gattis, County Judge

## Revise Early Voting Schedule, Local Option Election to Legalize being held 11/2/2010

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Kay Eastes, Elections  
**Submitted For:** Rick Barron  
**Department:** Elections  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and consider approving revisions to the temporary branch polling places for the November 2, 2010 Local Option Election.

##### Background

On July 20, 2010, the Court approved the early voting schedule for dates, hours, and polling places for the November 2, 2010 Local Option Election to Legalize being held for registered voters in the City of Georgetown. Cedar Park Regional Medical Center is no longer available to serve as a polling place. The proposed replacement site, Highland Estates Independent Retirement Living, will allow four days instead of two days for early voting. It is a little further from the Cedar Park Library which is a full-time location, thus providing a broader range of territory covered in that area. Since the schedule was approved in July, requests were received to add two temporary branch polling places for voting at the Georgetown ISD High School Annex Cafeteria and the Liberty Hill ISD Head Start Office. In addition to the countywide General Election and Local Option Election, Georgetown ISD, Georgetown City, and Liberty Hill ISD have contracted with the county to provide election services for their respective elections. This request is made for the convenience of the voters in an attempt to better serve the registered voters of the County.

#### Fiscal Impact

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

#### Attachments

Link: [Ord amnd EV poll sites LocOptElec](#)

#### Form Routing/Status

Form Started By: Kay Eastes      Started On: 10/13/2010 03:45 PM  
 Final Approval Date: 10/14/2010

**ORDER APPROVING EARLY VOTING POLLING PLACES  
LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALCOHOLIC BEVERAGES  
NOVEMBER 2, 2010**

On July 20, 2010, the Commissioners Court of Williamson County, Texas, approved the Early Voting Schedule as set forth in the Order for Local Option Election to Legalize the Sale of Alcoholic Beverages, said election being conducted on November 2, 2010 for registered voters in the City of Georgetown, Texas. Since that time, one of the temporary locations, Cedar Park Regional Medical Center, became unavailable and a request was received to add two temporary polling places in Georgetown and Liberty Hill. In the interest of serving the voters of Williamson County, the request to replace Cedar Park Regional Medical Center with Highland Estates Independent Retirement Living, both facilities being located in Cedar Park; and, the request to add two special temporary branch locations, Georgetown ISD High School Annex Cafeteria and Liberty Hill ISD Head Start Office, is hereby approved.

It is, therefore, ORDERED that Early Voting by personal appearance be conducted at the polling places and polling hours, as follows:

**FULL-TIME POLLING PLACES DATES AND TIMES:**

Monday, October 18 through Friday, October 29

7:00 am to 7:00 pm Weekdays and Saturday

Sunday, October 24 Noon – 6:00 pm

**Main Location:** *Williamson County Inner Loop Annex*, 301 SE Inner Loop, Georgetown

**Branch Locations:**

*Parks & Recreation Admin. Bldg.*, 1101 N. College St., Georgetown

*Sun City Social Center*, 2 Texas Dr., Georgetown

*McConico Building*, 301 W. Bagdad St., Round Rock

*Round Rock Randalls*, 2051 Gattis School Rd., Round Rock

*Brushy Creek Community Center*, 16318 Great Oaks Dr., Round Rock

*J.B. and Hallie Jester Annex*, 1801 E. Old Settlers Blvd., Round Rock

*Anderson Mill Limited District*, 11500 El Salido Pkwy., Austin

*Cedar Park Public Library*, 550 Discovery Blvd., Cedar Park

*Cedar Park Randalls*, 1400 Cypress Creek Rd., Cedar Park

*Pat Bryson Municipal Hall*, 201 N. Brushy, Leander

*Taylor City Hall*, 400 Porter St., Taylor

*Hutto City Hall*, 401 W. Front St., Hutto

**TEMPORARY BRANCH POLLING PLACES, DATES AND TIMES:**

Monday, October 18, through Friday, October 29

Hours: 10:00 am – 6:00 pm

Sunday, October 24 Hours: Noon – 6:00 pm

*Thrall VFD*, 201 S. Main St., Thrall

Monday, Oct. 18

|                                                                                               |                                                                                |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Granger City Hall</b> , 214 E. Davilla, Granger                                            | Tuesday, Oct. 19                                                               |
| <b>Weir Fire Hall</b> , 450 FM 1105, Weir                                                     | Wednesday, Oct. 20                                                             |
| <b>Cowan Creek Amenity Center</b> , 1433 Cool Springs Way, Georgetown                         | Monday, Oct. 18<br>Tuesday, Oct. 19<br>Wednesday, Oct. 20                      |
| <b>Seton Medical Center Williamson</b> , 201 Seton Parkway, Round Rock                        | Thursday, Oct. 21<br>Friday, Oct. 22                                           |
| <b>Liberty Hill Annex</b> , 3407 RR 1869, Liberty Hill                                        | Saturday, Oct. 23<br>Sunday, Oct. 24                                           |
| <b>Georgetown ISD Admin. Bldg.</b> , 603 Lakeway Dr., Georgetown                              | Thursday, Oct. 21<br>Friday, Oct. 22<br>Saturday, Oct. 23<br>Sunday, Oct. 24   |
| <b>Jarrell Memorial Park</b> , 1651 CR 305, Jarrell                                           | Monday, Oct. 25                                                                |
| <b>RR Higher Education Center</b> , 1555 University Blvd., Round Rock                         | Monday, Oct. 25                                                                |
| <b>Andice Community Center</b> , 6600 FM 970, Andice                                          | Tuesday, Oct. 26                                                               |
| <b>Florence VFD</b> , 301 S. Patterson Ave., Florence                                         | Wednesday, Oct. 27                                                             |
| <b>Highland Estates Independent Retirement Living</b> ,<br>1500 N. Lakeline Blvd., Cedar Park | Tuesday, Oct. 26<br>Wednesday, Oct. 27<br>Thursday, Oct. 28<br>Friday, Oct. 29 |
| <b>Clairmont Retirement Community</b> , 12463 Los Indios Tr., Austin                          | Thursday, Oct. 28<br>Friday, Oct. 29                                           |

**SPECIAL TEMPORARY BRANCH POLLING LOCATIONS, DATES AND TIMES:**

**Hours for voting: 5:00 pm - 9:00 pm**

|                                                                                                          |                                                                              |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Georgetown ISD - High School Annex Cafeteria</b><br>2295 N. Austin Ave., Georgetown                   | Thursday, Oct. 21<br>Friday, Oct. 22                                         |
| <b>Liberty Hill ISD - Head Start Office</b> , 1400 Loop 332, Liberty Hill<br>(Rear of Elementary School) | Thursday, Oct. 21<br>Friday, Oct. 22<br>Thursday, Oct. 28<br>Friday, Oct. 29 |

Issued this the \_\_\_\_\_ day of August, 2010.

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Dan A. Gattis, County Judge

## Early Voting Schedule

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Kay Eastes, Elections  
**Submitted For:** Rick Barron  
**Department:** Elections  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and consider approving two additional temporary branch polling places for the November 2, 2010 elections.

##### Background

On August 10, 2010, the Court approved the early voting schedule for dates, hours, and polling places for the November 2, 2010 elections. Subsequently, request was made to add two days of voting at the Georgetown ISD High School Annex Cafeteria from 5:00 p.m. to 9:00 p.m. and four days of voting at the Liberty Hill ISD Head Start Office from 5:00 p.m. to 9:00 p.m. Georgetown ISD, Georgetown City, and Liberty Hill ISD have contracted with the county to provide election services for their respective elections. Additionally, the County is conducting a local option election for City of Georgetown registered voters. Football games will be taking place in close proximity to the proposed locations. The political jurisdictions hope to increase voter turnout by providing these two additional locations. This request is made for the convenience of the voters in an attempt to better serve the registered voters of the County.

#### Fiscal Impact

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

#### Attachments

Link: [ORD amnd EV Polling Places](#)

#### Form Routing/Status

Form Started By: Kay Eastes      Started On: 10/12/2010 04:38 PM  
 Final Approval Date: 10/14/2010



**ORDER APPROVING EARLY VOTING POLLING PLACES  
GENERAL ELECTION  
NOVEMBER 2, 2010**

On August 10, 2010, the Commissioners Court of Williamson County, Texas, approved the Early Voting Schedule as set forth in the Order of General Election. Since that time, request has been made to add two temporary polling places, Georgetown ISD – High School Annex Cafeteria, Georgetown, and Liberty Hill ISD Head Start Office, Liberty Hill. In the interest of serving the voters of Williamson County, Texas, the Court does hereby approve the additions of these two special temporary branch polling places.

It is, therefore, ORDERED that Early Voting by personal appearance be conducted at the polling places and polling hours, as follows:

**FULL-TIME POLLING PLACES DATES AND TIMES:**

Monday, October 18 through Friday, October 29

7:00 am to 7:00 pm Weekdays and Saturday

Sunday, October 24 Noon – 6:00 pm

**Main Location:** *Williamson County Inner Loop Annex*, 301 SE Inner Loop, Georgetown

**Branch Locations:**

*Parks & Recreation Admin. Bldg.*, 1101 N. College St., Georgetown

*Sun City Social Center*, 2 Texas Dr., Georgetown

*McConico Building*, 301 W. Bagdad St., Round Rock

*Round Rock Randalls*, 2051 Gattis School Rd., Round Rock

*Brushy Creek Community Center*, 16318 Great Oaks Dr., Round Rock

*J.B. and Hallie Jester Annex*, 1801 E. Old Settlers Blvd., Round Rock

*Anderson Mill Limited District*, 11500 El Salido Pkwy., Austin

*Cedar Park Public Library*, 550 Discovery Blvd., Cedar Park

*Cedar Park Randalls*, 1400 Cypress Creek Rd., Cedar Park

*Pat Bryson Municipal Hall*, 201 N. Brushy, Leander

*Taylor City Hall*, 400 Porter St., Taylor

*Hutto City Hall*, 401 W. Front St., Hutto

**TEMPORARY BRANCH POLLING PLACES, DATES AND TIMES:**

Monday, October 18, through Friday, October 29

Hours: 10:00 am – 6:00 pm

Sunday, October 24 Hours: Noon – 6:00 pm

***Thrall VFD***, 201 S. Main St., Thrall

Monday, Oct. 18

***Granger City Hall***, 214 E. Davilla, Granger

Tuesday, Oct. 19

***Weir Fire Hall***, 450 FM 1105, Weir

Wednesday, Oct. 20

|                                                                                               |                                                                                |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Cowan Creek Amenity Center</b> , 1433 Cool Springs Way, Georgetown                         | Monday, Oct. 18<br>Tuesday, Oct. 19<br>Wednesday, Oct. 20                      |
| <b>Seton Medical Center Williamson</b> , 201 Seton Parkway, Round Rock                        | Thursday, Oct. 21<br>Friday, Oct. 22                                           |
| <b>Liberty Hill Annex</b> , 3407 RR 1869, Liberty Hill                                        | Saturday, Oct. 23<br>Sunday, Oct. 24                                           |
| <b>Georgetown ISD Admin. Bldg.</b> , 603 Lakeway Dr., Georgetown                              | Thursday, Oct. 21<br>Friday, Oct. 22<br>Saturday, Oct. 23<br>Sunday, Oct. 24   |
| <b>Jarrell Memorial Park</b> , 1651 CR 305, Jarrell                                           | Monday, Oct. 25                                                                |
| <b>RR Higher Education Center</b> , 1555 University Blvd., Round Rock                         | Monday, Oct. 25                                                                |
| <b>Andice Community Center</b> , 6600 FM 970, Andice                                          | Tuesday, Oct. 26                                                               |
| <b>Florence VFD</b> , 301 S. Patterson Ave., Florence                                         | Wednesday, Oct. 27                                                             |
| <b>Highland Estates Independent Retirement Living</b> ,<br>1500 N. Lakeline Blvd., Cedar Park | Tuesday, Oct. 26<br>Wednesday, Oct. 27<br>Thursday, Oct. 28<br>Friday, Oct. 29 |
| <b>Clairmont Retirement Community</b> , 12463 Los Indios Tr., Austin                          | Thursday, Oct. 28<br>Friday, Oct. 29                                           |

**SPECIAL TEMPORARY BRANCH POLLING PLACES, DATES AND TIMES:**

**Hours for voting: 5:00 pm - 9:00 pm**

|                                                                                                          |                                                                              |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Georgetown ISD - High School Annex Cafeteria</b><br>2295 N. Austin Ave., Georgetown                   | Thursday, Oct. 21<br>Friday, Oct. 22                                         |
| <b>Liberty Hill ISD - Head Start Office</b> , 1400 Loop 332, Liberty Hill<br>(Rear of Elementary School) | Thursday, Oct. 21<br>Friday, Oct. 22<br>Thursday, Oct. 28<br>Friday, Oct. 29 |

Issued this the \_\_\_\_\_ day of October, 2010.

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Dan A. Gattis, County Judge

## Tropical Storm Hermine update Commissioners Court - Regular Session

**Date:** 10/19/2010  
**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 appropriate action regarding the aftermath of Tropical Storm Hermine.

#### Background

Commissioner Birkman has requested that Jarred Thomas, Director of Emergency Management, give an update regarding damage caused by Tropical Storm Hermine. He will discuss the appeal to FEMA submitted by the State of Texas, activation of the Williamson County VOAD and the Long-Term Recovery Committee as well as where we go from here.

### 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: 10/13/2010 03:19 PM  
 Final Approval Date: 10/14/2010

## Gulf Coast Trade Center Residential Treatment Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Gulf Coast Trade Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Gulf Coast Trade RTC.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:01 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:23 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray

Started On: 09/25/2010 10:18 AM

Final Approval Date: 10/13/2010

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Gulf Coast Trade Center, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

**WITNESSETH**

WHEREAS, Gulf Coast Trade Center, (herein referred to as the "Facility") located at 143 Forest Service Road #233, New Waverly, Texas 77358 and the mailing office of Facility located at 143 Forest Service Road #233, New Waverly, Texas 77358; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Gulf Coast Trade Center, desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 143 Forest Service Road #233, New Waverly, Texas 77358. The business office of Service Provider is 143 Forest Service Road #233, New Waverly, Texas, 77358.

ARTICLE II  
TERM

2.01 The term of this Agreement shall be from the effective date of October 1, 2010, through September 30, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

ARTICLE III  
FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
- M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

#### ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure children complete residential placement.

2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement
  2. The total number of children who were discharged from residential placement successfully
  3. The total number of re-referrals of children discharged from placements within (6) months after release
  4. The total number of children who move down in their Level of Care
  5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

#### ARTICLE V EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.



5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

ARTICLE VI  
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII  
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII  
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for

expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

#### ARTICLE IX PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

#### ARTICLE X COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$96.17 per day for each child admitted under "Moderate" Level of Care, \$138.25 per day for each child admitted under "Specialized" Level of Care and \$242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

##### Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

### Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

### Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Financial Office  
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 143 Forest Service Road #233, New Waverly, Texas, 77358 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## ARTICLE XI EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Gulf Coast Trade Center, both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Gulf Coast Trade Center, for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

ARTICLE XII  
PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Gulf Coast Trade Center Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Gulf Coast Trade Center, fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Gulf Coast Trade Center

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except

that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Walker County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

#### ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

#### ARTICLE XIV REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;

- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV  
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties

resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.  

|                                                                                     |                                                                    |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Gulf Coast Trade Center<br>143 Forest Service Road #233<br>New Waverly, Texas 77358 | Williamson County<br>1821 SE Inner Loop<br>Georgetown, Texas 78626 |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------|
- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### ARTICLE XVII TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson

County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII  
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Gulf Coast Trade Center, Inc      Gulf Coast Trade Center, Inc  
Street Address: 143 Forest Service Road #233  
New Waverly, Texas 77358

To: Williamson County      Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX  
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Gulf Coast Trade Center, Inc or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.



ARTICLE XX  
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Walker County, Texas**

ARTICLE XXI  
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief such rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

21.05 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that both parties, their officers and employees may request 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 either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' officers and employees shall have no liability or obligation to any party hereto for the disclosure

to the public, or to any person or persons, of any items or data furnished to either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XXII  
LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GULF COAST TRADE CENTER**



Bill Gholson, Facility Administrator

Date: \_\_\_\_\_

8/16/10

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**WILLIAMSON COUNTY, TEXAS**

\_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: \_\_\_\_\_

As Authorized by  
Williamson County Commissioners Court

## Hector Garza Residential Treatment Center Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Hector Garza Residential Treatment Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Hector Garza RTC.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:23 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray

Started On: 09/25/2010 10:26 AM

Final Approval Date: 10/13/2010

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Cornell Corrections of Texas, Inc., operating as Hector Garza Center, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

**WITNESSETH**

WHEREAS, Cornell Corrections of Texas, Inc., operating as Hector Garza Center (herein referred to as the "Facility") located at 620 East Afton Oaks Blvd., San Antonio, Texas 78232 and the mailing office of Facility located at 620 East Afton Oaks Blvd., San Antonio, Texas 78232; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Cornell Corrections of Texas, Inc. desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 620 East Afton Oaks Blvd., San Antonio, Texas 78232. The business office of Service Provider is 620 East Afton Oaks Blvd., San Antonio, Texas 78232.

ARTICLE II  
TERM

2.01 The term of this Agreement shall be from the effective date of October 1, 2010, through September 30, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

ARTICLE III  
FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
- M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

#### ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure children complete residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
  1. The total number of children placed in residential placement
  2. The total number of children who were discharged from residential placement successfully
  3. The total number of re-referrals of children discharged from placements within (6) months after release
  4. The total number of children who move down in their Level of Care
  5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
  1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

#### ARTICLE V EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.



ARTICLE VI  
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII  
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII  
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

ARTICLE IX  
PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

ARTICLE X  
COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of ~~\$96.17 per day for each child admitted under "Moderate" Level of Care,~~ \$138.25 per day for each child admitted under "Specialized" Level of Care and \$242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

N/A

Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due

to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Financial Office  
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 620 East Afton Oaks Blvd., San Antonio, Texas 78232 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

ARTICLE XI  
EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Cornell Corrections of Texas, Inc. both agree, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Cornell Corrections of Texas, Inc. for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

ARTICLE XII  
PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Cornell Corrections of Texas, Inc. Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Cornell Corrections of Texas, Inc. fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Cornell Corrections of Texas, Inc..

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Bexar County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

#### ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

#### ARTICLE XIV REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV  
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Cornell Corrections of Texas, Inc.  
~~8550 Hubner Road~~ 620 East Afton Oaks  
San Antonio, Texas ~~78240~~ 78232

Williamson County  
1821 SE Inner Loop  
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### ARTICLE XVII TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII  
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Cornell Corrections of Texas, Inc.      Cornell Corrections of Texas, Inc.  
Street Address: ~~8550 Hubner Road~~ 620 East Afton Oaks  
San Antonio, Texas ~~78240~~ 78232

To: Williamson County      Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX  
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Cornell Corrections of Texas, Inc. or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

ARTICLE XX  
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Bexar County, Texas**



ARTICLE XXI  
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief such rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XXII  
LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

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EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CORNELL CORRECTIONS OF TEXAS, INC.**

**WILLIAMSON COUNTY, TEXAS**

\_\_\_\_\_  
Facility Administrator

\_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Authorized Representative  
Jonathan P. Swatsburg  
Senior Vice President

As Authorized by  
Williamson County Commissioners Court

Date: 8/18/10

## Pathways 3H Wilderness Residential Treatment Center Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Pathways 3H Wilderness Residential Treatment Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Pathways 3H Wilderness RTC.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:23 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray

Started On: 09/25/2010 10:30 AM

Final Approval Date: 10/13/2010

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Pathways 3H Wilderness Program, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, Pathways 3H Wilderness Program (herein referred to as the "Facility") located at Post Office Box 230, Mountain Home, Texas 78058 and the mailing office of Facility located at Post Office Box 230, Mountain Home, Texas 78058; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Pathways 3H Wilderness Program, desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 110 Youth Ranch Circle, Mountain Home, Texas 78058. The business office of Service Provider is 110 Youth Ranch Road, Mountain Home, Texas 78058.

ARTICLE II  
TERM

2.01 The term of this Agreement shall be from the effective date of October 1, 2010, through September 30, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

ARTICLE III  
FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
- M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

#### ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure children complete residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
    1. The total number of children placed in residential placement
    2. The total number of children who were discharged from residential placement successfully
    3. The total number of re-referrals of children discharged from placements within (6) months after release
    4. The total number of children who move down in their Level of Care
    5. The average length of time before a child moves down in the Level of Care.
  - C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
    1. Percentage of children in residential placement who will complete their placement as a successful discharge.
    2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
    3. Percentage of children who move down in their Level of Care
- 4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

ARTICLE V  
EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.



ARTICLE VI  
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII  
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII  
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

#### ARTICLE IX PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

#### ARTICLE X COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$96.17 per day for each child admitted under "Moderate" Level of Care, \$138.25 per day for each child admitted under "Specialized" Level of Care and \$242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

##### Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

##### Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due

to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Financial Office  
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at Post Office Box 230, Mountain Home, Texas 78058 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

ARTICLE XI  
EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Pathways 3H Wilderness Program, both agree, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Pathways 3H Wilderness Program for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

ARTICLE XII  
PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Pathways 3H Wilderness Program Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Pathways 3H Wilderness Program fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Pathways 3H Wilderness Program.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Kerr County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

#### ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

#### ARTICLE XIV REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV  
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Pathways 3H Wilderness Program  
Post Office Box 230  
Mountain Home, Texas 78058

Williamson County  
1821 SE Inner Loop  
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### ARTICLE XVII TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII  
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Pathways 3H Wilderness Program      Pathways 3H Wilderness Program  
Mailing Address: Post Office Box 230  
Mountain Home, Texas 78058

To: Williamson County      Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX  
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Pathways 3H Wilderness Program or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

ARTICLE XX  
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Kerr County**, Texas



ARTICLE XXI  
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief such rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor

to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XXII  
LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

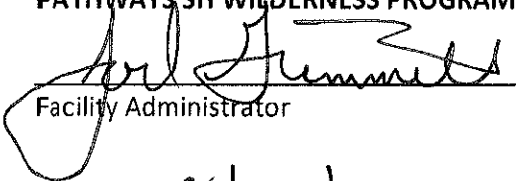
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

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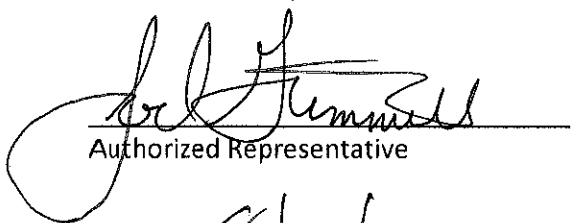
EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**PATHWAYS 3H WILDERNESS PROGRAM**

  
Facility Administrator

Date: 8/17/10

  
Authorized Representative

Date: 8/17/10

**WILLIAMSON COUNTY, TEXAS**

\_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: \_\_\_\_\_

As Authorized by  
Williamson County Commissioners Court

## Brookhaven Residential Treatment Center Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Brookhaven Residential Treatment Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Brookhaven RTC.pdf>

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Brookhaven RTC.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:23 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray      Started On: 09/25/2010 10:35 AM

Final Approval Date: 10/13/2010

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES**  
**JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Brookhaven Youth Ranch, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

**WITNESSETH**

WHEREAS, Brookhaven Youth Ranch, (herein referred to as the "Facility") located at 5467 Rogers Hill Road, West, Texas 76691 and the mailing office of Facility located at 5467 Rogers Hill Road, West, Texas 76691; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Brookhaven Youth Ranch, desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 5467 Rogers Hill Road, West, Texas 76691. The business office of Service Provider is 5467 Rogers Hill Road, West, Texas 76691.

## ARTICLE II

### TERM

2.01 The term of this Agreement shall be from the effective date of October 1, 2010, through September 30, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III

### FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where

possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
- M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

#### ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure children complete residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
  - 1. The total number of children placed in residential placement
  - 2. The total number of children who were discharged from residential placement successfully
  - 3. The total number of re-referrals of children discharged from placements within (6) months after release
  - 4. The total number of children who move down in their Level of Care
  - 5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
  - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  - 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  - 3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

#### ARTICLE V EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.



5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

ARTICLE VI  
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII  
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII  
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.
3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

ARTICLE IX  
PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

ARTICLE X  
COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$96.17 per day for each child admitted under "Moderate" Level of Care, \$138.25 per day for each child admitted under "Specialized" Level of Care and \$242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

#### Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

#### Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Financial Office  
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 5467 Rogers Hill Road, West, Texas 76691 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

### ARTICLE XI EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Brookhaven Youth Ranch, both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination,

hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Brookhaven Youth Ranch, for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Brookhaven Youth Ranch Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Brookhaven Youth Ranch, fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Brookhaven Youth Ranch

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility

shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of McLennan County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

### ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

ARTICLE XIV  
REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV  
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to

prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Brookhaven Youth Ranch  
5467 Rogers Hill Road  
West, Texas 76691

Williamson County  
1821 SE Inner Loop  
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XVII  
TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII  
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Brookhaven Youth Ranch, Inc      Brookhaven Youth Ranch, Inc  
Street Address: 5467 Rogers Hill Road  
West, Texas 76691

To: Williamson County      Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX  
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.



19.02 No official, member, or employee of Brookhaven Youth Ranch, Inc or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

ARTICLE XX  
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **McLennan County, Texas**

ARTICLE XXI  
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof

for the need of such relief such rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

#### ARTICLE XXII LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BROOKHAVEN YOUTH RANCH**

  
Dennis Cooke, Facility Administrator

**WILLIAMSON COUNTY, TEXAS**

\_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: 08/23/10

Date: \_\_\_\_\_

As Authorized by

Williamson County Commissioners Court

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES**  
**JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Brookhaven Youth Ranch, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

**WITNESSETH**

WHEREAS, Brookhaven Youth Ranch, (herein referred to as the "Facility") located at 5467 Rogers Hill Road, West, Texas 76691 and the mailing office of Facility located at 5467 Rogers Hill Road, West, Texas 76691; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Brookhaven Youth Ranch, desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 5467 Rogers Hill Road, West, Texas 76691. The business office of Service Provider is 5467 Rogers Hill Road, West, Texas 76691.

## ARTICLE II

### TERM

2.01 The term of this Agreement shall be from the effective date of October 1, 2010, through September 30, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

## ARTICLE III

### FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where

possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
- M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

#### ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure children complete residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
  - 1. The total number of children placed in residential placement
  - 2. The total number of children who were discharged from residential placement successfully
  - 3. The total number of re-referrals of children discharged from placements within (6) months after release
  - 4. The total number of children who move down in their Level of Care
  - 5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
  - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  - 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  - 3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

#### ARTICLE V EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

ARTICLE VI  
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII  
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII  
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):



1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.
3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

ARTICLE IX  
PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

ARTICLE X  
COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$96.17 per day for each child admitted under "Moderate" Level of Care, \$138.25 per day for each child admitted under "Specialized" Level of Care and \$242.85 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

#### Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

#### Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Financial Office  
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 5467 Rogers Hill Road, West, Texas 76691 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

### ARTICLE XI EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Brookhaven Youth Ranch, both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination,

hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Brookhaven Youth Ranch, for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## ARTICLE XII PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Brookhaven Youth Ranch Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Brookhaven Youth Ranch, fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Brookhaven Youth Ranch

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility

shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of McLennan County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

### ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

ARTICLE XIV  
REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV  
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to

prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Brookhaven Youth Ranch  
5467 Rogers Hill Road  
West, Texas 76691

Williamson County  
1821 SE Inner Loop  
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XVII  
TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII  
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Brookhaven Youth Ranch, Inc      Brookhaven Youth Ranch, Inc  
Street Address: 5467 Rogers Hill Road  
West, Texas 76691

To: Williamson County      Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX  
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Brookhaven Youth Ranch, Inc or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

ARTICLE XX  
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **McLennan County, Texas**

ARTICLE XXI  
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof



for the need of such relief such rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

#### ARTICLE XXII LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BROOKHAVEN YOUTH RANCH**

  
Dennis Cooke, Facility Administrator

**WILLIAMSON COUNTY, TEXAS**

\_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: 08/23/10

Date: \_\_\_\_\_

As Authorized by

Williamson County Commissioners Court

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

## Rockdale 4M Youth Regional Residential Treatment Center Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Rockdale Regional Residential Treatment Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Rockdale 4M Youth RTC.pdf>

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By   | Date                            | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1                               | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM             | APRV   |
| 2                               | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM             | APRV   |
| 3                               | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM             | APRV   |
| 4                               | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM             | APRV   |
| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 10:51 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and 4M Youth Services, Inc., dba Rockdale Regional Juvenile Justice Center, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

**WITNESSETH**

WHEREAS, 4M Youth Services, Inc., dba Rockdale Regional Juvenile Justice Center, operates the Rockdale Regional Juvenile Justice Center (herein referred to as the "Facility") located at 696 N. FM 487, Rockdale, Texas 76567 and the business office of Facility located at 696 N. FM 487, Rockdale, Texas 76567; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Rockdale Regional Juvenile Justice Center desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N. FM 487, Rockdale, Texas 76567. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

ARTICLE II  
TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2010 through August 31, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

ARTICLE III  
FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), and court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
- M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

#### ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure children complete residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
    1. The total number of children placed in residential placement
    2. The total number of children who were discharged from residential placement successfully
    3. The total number of re-referrals of children discharged from placements within (6) months after release
    4. The total number of children who move down in their Level of Care
    5. The average length of time before a child moves down in the Level of Care.
  - C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
    1. Percentage of children in residential placement who will complete their placement as a successful discharge.
    2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
    3. Percentage of children who move down in their Level of Care
- 4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

ARTICLE V  
EXAMINATION OF PROGRAM AND RECORDS

- 5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.
- 5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.
- 5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.
- 5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.
- 5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

ARTICLE VI  
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII  
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII  
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.



3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

#### ARTICLE IX PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

#### ARTICLE X COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$100 per day for each child admitted under "Moderate" Level of Care, \$130 per day for each child admitted under "Specialized" Level of Care and \$225 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

##### Basic Correctional

Consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

##### Specialized Correctional

Consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group, and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g.,

psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

#### Intensive Correctional

Consists of a highly specialized and structured therapeutic setting that serves a clearly identified unique population of youth (e.g., identifies range of clinical/behavioral health/mental health diagnosis, including complete DSM-IV multi-axial diagnosis). The clinical program structure and service-mix will be used to effectively manage and treat this population in a developmentally appropriate fashion. Appropriately licensed medical and mental health professionals manage and administer this intensive service model.

Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Financial Office  
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 696 N. FM 487, Rockdale, Texas 76567 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

### ARTICLE XI EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Rockdale Regional Juvenile Justice Center both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, and psychiatric, and/or psychological treatment including medications directly to Rockdale Regional Juvenile Justice Center for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

ARTICLE XII  
PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Rockdale Regional Juvenile Justice Center Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Rockdale Regional Juvenile Justice Center fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Rockdale Regional Juvenile Justice Center.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Milam County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

#### ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

#### ARTICLE XIV REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV  
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Rockdale Regional Juvenile Justice Center  
696 N. FM 487  
Rockdale, Texas 76567

Williamson County  
1821 SE Inner Loop  
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### ARTICLE XVII TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII  
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Rockdale  
4M Youth Services, Inc.,  
dba Rockdale Regional Juvenile Justice Center  
Street Address: 696 N. FM 487  
Rockdale, Texas 76567

To: Williamson County  
Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX  
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Rockdale Regional Juvenile Justice Center or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

ARTICLE XX  
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Milam County, Texas**

ARTICLE XXI  
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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



21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XXII  
LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

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EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**4M YOUTH SERVICES, INC**

  
\_\_\_\_\_  
Tia Coleman-Garrett, Facility Administrator

Date: 8-13-10

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**WILLIAMSON COUNTY, TEXAS**

\_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: \_\_\_\_\_

As Authorized by  
Williamson County Commissioners Court

## Victoria County Residential Treatment Center Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Victoria County Residential Treatment Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Victoria Cty RTC.pdf>

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Victoria Cty RTC.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray

Started On: 09/25/2010 10:55 AM

Final Approval Date: 10/13/2010

**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM  
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS  
SPACE AVAILABLE**

STATE OF TEXAS

§

COUNTY OF VICTORIA

§

VICTORIA COUNTY JUVENILE BOARD  
VICTORIA COUNTY JUVENILE JUSTICE CENTER  
Residential Services  
**September 1, 2010 - August 31, 2011**

This Agreement is entered into by and between Williamson County, acting by and through its duly authorized representative ("Juvenile Probation") and the Victoria County Juvenile Board, acting by and through its duly authorized representative and County Judge, concerning residential care services provided at the Victoria County Juvenile Justice Center ("the Facility") by the Victoria County Juvenile Services Department ("Service Provider") pursuant to license granted by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over the facility ("Service Provider").

ARTICLE I  
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized operated by Service Provider, and is located at 97 Foster Field Dr., Victoria, Texas 77904.

ARTICLE II  
TERM

- 2.01 The term of this agreement is for 12 months, commencing **September 1, 2010** and ending **August 31, 2011**, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III  
SERVICES

- 3.01 The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Probation Commission.

Service Provider will provide the following level of care services:

- A. **Basic Level of Care** consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision

to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Probation Commission and certified by the local juvenile board qualify for the daily rate listed above.

- B. **Specialized Level of Care** consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Probation Commission (TJPC) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJPC for approval.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone).
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, Major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to the Juvenile Probation Department within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s) and the Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or

accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Ensure children complete residential placement.
  2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement.
  2. The total number of children who were discharged from residential placement successfully.
  3. The total number of re-referrals of children discharged from placements within six (6) months after release.
  4. The total number of children who move down in their Level of Care.
  5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$95.00 per day for each child, admitted under "Basic" Level of Care, \$127.00 per day for each child admitted under "Specialized" Level of Care.

The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Female Offender and Pregnant Offender Programs are recognized as a Specialized Treatment program and payment for the same shall be at the Specialized Level Care rate set forth above. Payment is due within 30 days of receipt of billing and shall be mailed to:

Victoria County Juvenile Justice Center  
97 Foster Field Dr.  
Victoria, Texas 77904  
ATT: Pama Hencerling, Chief JPO

- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to the Probation Department. The initial psychiatric/psychological evaluation for admission is required prior to acceptance into the program that has been conducted in within the last 12 months.
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Department on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

The Juvenile Probation Department shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above.

Notwithstanding the foregoing, the Service Provider will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. Service Provider will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for juveniles who may be eligible for Medicaid. Any income received by Service Provider from sources other than this contract, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each juvenile for whom a billing is submitted and deducted from the invoice submitted to the Juvenile Probation Department. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control.

- 5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account

tely for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

derstood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

event that State Reimbursement Rates are increased during the duration of the terms of the contract, the new rates will become effective reflecting those of the increase.

Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

Service Provider will provide certification of eligibility to receive State funds as required by Family Code Section 231.006.

to the extent that a party to this Agreement seeks emergency judicial relief, the parties shall negotiate in good faith in an effort to resolve any disputes related to this contract that arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

#### ARTICLE VI ADDITIONAL TERMS & AGREEMENTS

Transporting a child to the Facility for placement, the official authorizing the placement at the Facility to ensure that space is available. Placement of children by authorized staff of Juvenile Probation may be denied if space limitations require as determined by the Facility.

Placement will only be accepted in the Facility upon receipt by the Facility Administrator of a written order from the Juvenile Court of Williamson County and other documentation required by the Service Provider.

Child placed in the Facility shall be required to follow the rules and regulations of conduct established and determined by the Administrator and staff of the Facility.

Child is accepted by the Facility from Juvenile Probation and the child thereafter is



determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of **Williamson County** of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.

- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of **Williamson County** pursuant to:  
(a) Section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of **Williamson County**.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Williamson County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Williamson County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider At its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.

#### ARTICLE VII EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to Maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this

Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.

- 7.05 "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII  
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to Children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be Required by law.

ARTICLE IX  
DUTY TO REPORT

- 9.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
    - 1. Local law enforcement agency (not required for serious incidents); and
    - 2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Probation Commission within 24 hours of receipt; and
    - 3. With respect to juveniles placed by Williamson County Juvenile Probation Department, the TJPC Incident Report Form shall also be sent to Williamson County Juvenile Probation Department within 24 hours at facsimile number 512 943-3209.
  - B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Probation Commission immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJPC Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
3. With respect to juveniles placed by Williamson County Juvenile Probation Department, the TJPC Incident Report Form shall also be sent to Williamson County Juvenile Probation Department within 24 hours at facsimile number 512 943 - 3209.

9.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

9.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.

- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE X  
CRIMINAL HISTORY SEARCHES

- 10.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program.
- 10.02 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
  - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
  - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 10.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 10.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
  - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
  - C. A current felony deferred adjudication, probation or parole;
  - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
  - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
  - F. A current jailable misdemeanor deferred adjudication, probation or parole; or

- G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 10.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 10.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.
- 10.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

ARTICLE XI  
DISCLOSURE OF INFORMATION

- 11.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- G. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.

- 11.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XII  
EQUAL OPPORTUNITY

- 12.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XIII  
ASSIGNMENT & SUBCONTRACT

- 13.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIV  
OFFICIALS NOT TO BENEFIT

- 14.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV  
DEFAULT

- 15.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XVI  
TERMINATION

- 16.01 This Agreement may be terminated:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 16.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVII  
WAIVER OF SUBROGATION

- 17.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Victoria or any political subdivision thereof;
  - C. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a juvenile under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect, Exploitation, death or serious incidents; and That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XIV  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Victoria County, Texas.**

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County, Texas.**

ARTICLE XXI  
LEGAL CONSTRUCTION

- 21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXII  
PRIOR AGREEMENTS SUPERSEDED

- 22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Williamson County** for the children placed in the Facility by the Judge of **Williamson County** having juvenile jurisdiction.



**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM  
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS  
SPACE AVAILABLE**

STATE OF TEXAS

§

COUNTY OF VICTORIA

§

VICTORIA COUNTY JUVENILE BOARD  
VICTORIA COUNTY JUVENILE JUSTICE CENTER  
Residential Services  
**September 1, 2010 - August 31, 2011**

This Agreement is entered into by and between Williamson County, acting by and through its duly authorized representative ("Juvenile Probation") and the Victoria County Juvenile Board, acting by and through its duly authorized representative and County Judge, concerning residential care services provided at the Victoria County Juvenile Justice Center ("the Facility") by the Victoria County Juvenile Services Department ("Service Provider") pursuant to license granted by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over the facility ("Service Provider").

ARTICLE I  
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized operated by Service Provider, and is located at 97 Foster Field Dr., Victoria, Texas 77904.

ARTICLE II  
TERM

- 2.01 The term of this agreement is for 12 months, commencing **September 1, 2010** and ending **August 31, 2011**, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III  
SERVICES

- 3.01 The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Probation Commission.

Service Provider will provide the following level of care services:

- A. **Basic Level of Care** consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision

to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Probation Commission and certified by the local juvenile board qualify for the daily rate listed above.

- B. **Specialized Level of Care** consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Probation Commission (TJPC) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJPC for approval.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone).
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, Major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to the Juvenile Probation Department within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s) and the Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or

accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Ensure children complete residential placement.
  2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement.
  2. The total number of children who were discharged from residential placement successfully.
  3. The total number of re-referrals of children discharged from placements within six (6) months after release.
  4. The total number of children who move down in their Level of Care.
  5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$95.00 per day for each child, admitted under "Basic" Level of Care, \$127.00 per day for each child admitted under "Specialized" Level of Care.

The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Female Offender and Pregnant Offender Programs are recognized as a Specialized Treatment program and payment for the same shall be at the Specialized Level Care rate set forth above. Payment is due within 30 days of receipt of billing and shall be mailed to:

Victoria County Juvenile Justice Center  
97 Foster Field Dr.  
Victoria, Texas 77904  
ATT: Pama Hencerling, Chief JPO

- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to the Probation Department. The initial psychiatric/psychological evaluation for admission is required prior to acceptance into the program that has been conducted in within the last 12 months.
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Department on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

The Juvenile Probation Department shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above.

Notwithstanding the foregoing, the Service Provider will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. Service Provider will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for juveniles who may be eligible for Medicaid. Any income received by Service Provider from sources other than this contract, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each juvenile for whom a billing is submitted and deducted from the invoice submitted to the Juvenile Probation Department. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control.

- 5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account

tely for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

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event that State Reimbursement Rates are increased during the duration of the terms of the contract, the new rates will become effective reflecting those of the increase.

Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

Service Provider will provide certification of eligibility to receive State funds as required by Family Code Section 231.006.

to the extent that a party to this Agreement seeks emergency judicial relief, the parties shall negotiate in good faith in an effort to resolve any disputes related to this contract that arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

#### ARTICLE VI ADDITIONAL TERMS & AGREEMENTS

Transporting a child to the Facility for placement, the official authorizing the placement at the Facility to ensure that space is available. Placement of children by authorized staff of Juvenile Probation may be denied if space limitations require as determined by the Facility.

Placement will only be accepted in the Facility upon receipt by the Facility Administrator of a written order from the Juvenile Court of Williamson County and other documentation required by the Service Provider.

Child placed in the Facility shall be required to follow the rules and regulations of conduct established and determined by the Administrator and staff of the Facility.

Child is accepted by the Facility from Juvenile Probation and the child thereafter is

determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of **Williamson County** of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.

- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of **Williamson County** pursuant to:  
(a) Section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of **Williamson County**.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Williamson County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Williamson County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider At its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.

#### ARTICLE VII EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to Maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this

Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.

- 7.05 "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII  
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to Children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be Required by law.

ARTICLE IX  
DUTY TO REPORT

- 9.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
    - 1. Local law enforcement agency (not required for serious incidents); and
    - 2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Probation Commission within 24 hours of receipt; and
    - 3. With respect to juveniles placed by Williamson County Juvenile Probation Department, the TJPC Incident Report Form shall also be sent to Williamson County Juvenile Probation Department within 24 hours at facsimile number 512 943-3209.
  - B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Probation Commission immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJPC Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
3. With respect to juveniles placed by Williamson County Juvenile Probation Department, the TJPC Incident Report Form shall also be sent to Williamson County Juvenile Probation Department within 24 hours at facsimile number 512 943 - 3209.

9.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

9.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.



- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE X  
CRIMINAL HISTORY SEARCHES

- 10.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program.
- 10.02 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
  - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
  - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 10.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 10.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
  - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
  - C. A current felony deferred adjudication, probation or parole;
  - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
  - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
  - F. A current jailable misdemeanor deferred adjudication, probation or parole; or

- G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 10.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 10.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.
- 10.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

ARTICLE XI  
DISCLOSURE OF INFORMATION

- 11.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
  - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
  - G. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.

- 11.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XII  
EQUAL OPPORTUNITY

- 12.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XIII  
ASSIGNMENT & SUBCONTRACT

- 13.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIV  
OFFICIALS NOT TO BENEFIT

- 14.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV  
DEFAULT

- 15.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, Including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XVI  
TERMINATION

- 16.01 This Agreement may be terminated:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

- 16.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVII  
WAIVER OF SUBROGATION

- 17.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Victoria or any political subdivision thereof;
  - C. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a juvenile under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect, Exploitation, death or serious incidents; and That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XIV  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Victoria County, Texas.**

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County, Texas.**

ARTICLE XXI  
LEGAL CONSTRUCTION

- 21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXII  
PRIOR AGREEMENTS SUPERSEDED

- 22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Williamson County** for the children placed in the Facility by the Judge of **Williamson County** having juvenile jurisdiction.

## Nueces County Bootcamp Residential Treatment Center Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on out of county residential services contract with Nueces County Bootcamp Residential Treatment Center

#### Background

Annual out of county residential services contract for placement of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: [\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Nueces Cty Bootcamp RTC.pdf](#)

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray

Started On: 09/25/2010 11:00 AM

Final Approval Date: 10/13/2010



3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone).
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to the Juvenile Probation Department within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s) and the Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report
- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.



- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

#### ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
    - 1. Ensure children complete residential placement.
    - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
    - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
    - 1. The total number of children placed in residential placement.
    - 2. The total number of children who were discharged from residential placement successfully.
    - 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
    - 4. The total number of children who move down in their Level of Care.
    - 5. The average length of time before a child moves down in the Level of Care.
  - C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
    - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
    - 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
    - 3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

#### ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$90.00 per day for each child, admitted under "Moderate" Level of Care. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.
- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to the Probation Department. The initial psychiatric/psychological evaluation for admission is required prior to acceptance into the program that has been conducted in within the last 12 months.
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Department on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of outside treatment within twenty-four (24) hours of its occurrence.

The Juvenile Probation Department shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above.

Notwithstanding the foregoing, the Service Provider will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. Service Provider will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for juveniles who may be eligible for Medicaid. Any income received by Service Provider from sources other than this contract, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each juvenile for whom a billing is submitted and deducted from the invoice submitted to the Juvenile Probation Department. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control.

- 5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.10 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI  
ADDITIONAL TERMS & AGREEMENTS

- 6.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of the County and other documentation required by Service Provider.
- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.
- 6.05 Service Provider agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of the Nueces County pursuant to:
- (a) 6.04 of this Agreement,
  - (b) Order of Release signed by the Judge of the Juvenile Court of Nueces County.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Nueces County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Nueces County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.

ARTICLE VII  
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII  
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE IX  
DUTY TO REPORT

- 9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Nueces County Sheriff's Office);

- B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Nueces County Juvenile Probation Department to facsimile number 361.561.6060 (Attn: Chief Juvenile Probation Officer).

ARTICLE X  
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
  - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE XI  
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
- (a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

- (b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) Shall abide by all applicable federal, state and local laws and regulations.

## ARTICLE XII ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

## ARTICLE XIII OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE XIV DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
  - C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
  - D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party address. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.
- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

#### ARTICLE XV TERMINATION

15.01 The term of this Contract shall be for a period of twelve months from the effective date: however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery of its intention to terminated:

A. By thirty (30) days from the date of the of the intention to terminate; or

B. Upon expenditure of available funds.

15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

#### ARTICLE XVI WAIVER OF SUBROGATION

16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.



ARTICLE XVII  
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Nueces County Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Nueces County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Nueces or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation und the indemnity provisions, as well as for any potential liability that arise form or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Nueces County, Texas.

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Nueces County, Texas.

ARTICLE XXI  
LEGAL CONSTRUCTION

- 21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXII  
PRIOR AGREEMENTS SUPERSEDED

22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

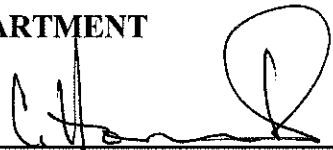
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by the county for the children placed in the Facility by the Judge of the county having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this 27 day of July, 2010.

**NUECES COUNTY JUVENILE PROBATION DEPARTMENT**

BY:   
\_\_\_\_\_  
Honorable Terry Shamsie, Chairperson  
Nueces County Juvenile Board  
County Court at Law V Judge

BY:   
\_\_\_\_\_  
Homer Flores  
Director/Chief Juvenile Probation Officer

**WILLIAMSON COUNTY JUVENILE PROBATION DEPARTMENT**

BY: \_\_\_\_\_  
Authorized Official

BY: \_\_\_\_\_  
Authorized Official

## Bluebonnet Trails MHMR Psychiatric Services Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on Bluebonnet Trails MHMR Psychiatric Services Contract

#### Background

Annual MHMR Psychiatric Services Contract for youth in the Juvenile Justice System

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\MHMR Psychiatric.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray  
 Started On: 09/25/2010 11:07 AM  
 Final Approval Date: 10/13/2010

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

## **MENTAL HEALTH SERVICES AGREEMENT**

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Bluebonnet Trails MHMR, 1009 North Georgetown Street, Round Rock, Texas 78664 ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

### **ARTICLE I**

#### **PURPOSE**

- 1.01 The purpose of this Agreement is to provide psychiatric evaluation services, medication management, and follow-up and medication related services to juveniles on supervision with Williamson County Juvenile Services. These services will also include standard written psychiatric evaluations, weekly case consultation, bi-annual in-service mental health training opportunities for department staff related to symptoms, diagnosis and medications, and consultation regarding mental health program development and evaluation.

### **ARTICLE II**

#### **TERM**

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. Cessation of this agreement may be initiated by either party following 10 day written notice.

### **ARTICLE III**

#### **SERVICES**

- 3.01 Service Provider will perform the following services:

To provide 32-40 hours per month at the hourly rate of \$100.0 per hour to provide psychiatric evaluation services, medication management, and follow-up services to juveniles on supervision with Williamson County Juvenile Services to include youth at the JJAEP, field probation, Academy residential, TRIAD Residential, and detention. These services will also include standard written psychiatric evaluations, weekly case consultation, bi-annual in-service mental health training opportunities for department staff related to symptoms, diagnosis and medications, and consultation regarding mental health program development and evaluation. It is understood that the-above mentioned services will be provided by either one or a combination of psychiatrists employed by Bluebonnet Trails MHMR.

Consultation regarding development of mental health services, programs, and resources.

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Timeliness of generating written reports
2. Accuracy of written reports
3. Availability for consultation

Bluebonnet Trails MHMR and Juvenile Services Administration will meet on a regular basis, but no less than bi-monthly to evaluate performance and outcomes related to this contract.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider:

To provide 32-40 hours per month at the hourly rate of \$100.00 per hour to provide psychiatric evaluation services, medication management, and follow-up services to juveniles on supervision with Williamson County Juvenile Services to include youth at the JJAEP, field probation, Academy residential, TRIAD Residential, and detention.

- 5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.03 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.04 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI  
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII  
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII  
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
  - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

ARTICLE IX  
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this

Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X  
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI  
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIII**  
**DEFAULT**

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

**ARTICLE XIV**  
**TERMINATION**

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (30) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XV**  
**WAIVER OF SUBROGATION**

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVI**  
**INDEMNIFICATION**

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or



omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVII**  
**SOVEREIGN IMMUNITY**

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XVIII**  
**REPRESENTATIONS & WARRANTIES**

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX**  
**TEXAS LAW TO APPLY**

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ARTICLE XX**  
**VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

**ARTICLE XXI**  
**ADDITIONAL TERMS**

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**ARTICLE XXII**  
**LEGAL CONSTRUCTION**

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**ARTICLE XXIII**  
**PRIOR AGREEMENTS SUPERSEDED**

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

**ARTICLE XXIV**  
**AMENDMENTS**

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS  
COMMISSIONERS COURT**

BY: \_\_\_\_\_  
Judge Dan Gattis, County Judge  
Williamson County, Texas

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

**BLUEBONNET TRAILS MHMR**

BY: \_\_\_\_\_  
Andrea Richardson  
Executive Director  
Bluebonnet Trails MHMR

8/17/10

## Bluebonnet Trails LPC Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on counseling services contract with Bluebonnet Trails MHMR

#### Background

Annual counseling services contract with Bluebonett Trails MHMR for counseling services

### Fiscal Impact

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

### Attachments

Link: \Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink  
Contracts\MHMR LPC .pdf

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray  
 Started On: 09/25/2010 11:13 AM  
 Final Approval Date: 10/13/2010

STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

## **MENTAL HEALTH SERVICES AGREEMENT**

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Bluebonnet Trails MHMR, 1009 North Georgetown Street, Round Rock, Texas 78664 ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

### **ARTICLE I PURPOSE**

- 1.01 The purpose of this Agreement is to provide screening and eligibility determination for Bluebonnet Trails MHMR and counseling services related to juveniles in the Academy and Detention Center through the LPC position assigned by Bluebonnet Trails MHMR. Mental Health provided to employees of Williamson County.

### **ARTICLE II TERM**

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. Cessation of this agreement may be initiated by either party following 10 day written notice.

### **ARTICLE III SERVICES**

- 3.01 Service Provider will perform the following services:

To provide screening and eligibility determination for Bluebonnet Trails MHMR and counseling services related to juveniles in the Academy and Detention Center through the LPC position assigned by Bluebonnet Trails MHMR. Mental Health provided to employees of Williamson County.

Consultation regarding development of mental health services, programs, and resources.

### **ARTICLE IV EVALUATION CRITERIA**

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Timeliness of generating written reports
2. Accuracy of written reports
3. Availability for consultation

Bluebonnet Trails MHMR and Juvenile Services Administration will meet on a regular basis, but no less than bi-monthly to evaluate performance and outcomes related to this contract.

#### ARTICLE V COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider:

Both parties agree to twenty six thousand nine hundred and seventy nine dollars (\$26,979) per agreement year.

- 5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a quarterly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.03 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.04 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

#### ARTICLE VI EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII  
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII  
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
  - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

ARTICLE IX  
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or

consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X  
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI  
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII  
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
  - A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.



C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

**ARTICLE XIV  
TERMINATION**

- 14.01 This Agreement may be terminated:

A. By either party upon ten (30) days written notice to the other party of the intention to terminate; or  
B. Upon expenditure of available funds.

- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XV  
WAIVER OF SUBROGATION**

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVI  
INDEMNIFICATION**

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVII  
SOVEREIGN IMMUNITY**

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI  
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**ARTICLE XXII  
LEGAL CONSTRUCTION**

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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PRIOR AGREEMENTS SUPERSEDED**

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

**ARTICLE XXIV  
AMENDMENTS**

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS  
COMMISSIONERS COURT**

BY: \_\_\_\_\_  
Judge Dan Gattis, County Judge  
Williamson County, Texas

**BLUEBONNET TRAILS MHMR**

BY: \_\_\_\_\_  
Andrea Richardson  
Executive Director  
Bluebonnet Trails MHMR

8/17/10

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

## Peter J. Heller and Associates Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on polygraph services contract with Peter J. Heller and Associates

#### Background

Annual polygraph services contract with Peter J. Heller and Associates

### Fiscal Impact

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

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Heller, Peter.pdf>

### Form Routing/Status

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| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 11:17 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of youth
  2. Timeliness of generating monthly Progress Reports
  3. Accuracy of written reports

- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider...

*Each juvenile sex offender in the TRIAD Residential Program will be required to complete both an instant offense and a sexual history polygraph at the rate of \$175.00 per polygraph.*

*All other juveniles will be required to complete both an instant offense and a sexual history polygraph at the rate of \$200.00 per polygraph.*

*Clinical Polygraph Examination and Report (502 ) is a diagnostic instrument and procedure which includes a report designed to assist in the treatment and supervision of defendants/offenders by detecting deception or verifying the truth of their statements. The two types of polygraph examinations that shall be administered to defendants/offenders under this code are:*

- (1) Sexual History Disclosure Test: examines a defendant's/offender's lifetime sexual history and it may be included as a part of sex offense-specific evaluation.*
  - (2) Instant Offense/Specific-Issue Disclosure Test: examines a specific behavior, allegation or event.*
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)  
OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI  
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII  
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII  
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

- B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

**ARTICLE IX**  
**DISCLOSURE OF INFORMATION**

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

**ARTICLE X**  
**EQUAL OPPORTUNITY**

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.



**ARTICLE XI**  
**ASSIGNMENT & SUBCONTRACT**

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

**ARTICLE XII**  
**OFFICIALS NOT TO BENEFIT**

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIII**  
**DEFAULT**

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

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**TERMINATION**

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XV  
WAIVER OF SUBROGATION**

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVI  
INDEMNIFICATION**

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVII  
SOVEREIGN IMMUNITY**

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES**

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX  
TEXAS LAW TO APPLY**

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ARTICLE XX  
VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

**ARTICLE XXI  
ADDITIONAL TERMS**

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**ARTICLE XXII  
LEGAL CONSTRUCTION**

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED**

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

**ARTICLE XXIV  
AMENDMENTS**

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated

subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

**ARTICLE XXV  
INDEPENDENT CONTRACTOR CLAUSE**

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

**PETER J. HELLER & ASSOCIATES**

BY: \_\_\_\_\_  
Williamson County Judge Dan Gattis

BY:  \_\_\_\_\_  
Peter J. Heller  
503 Main Street  
Georgetown, Texas 78626

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

## Martha Pasiminio Interpreter Services Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on Spanish Interpreter services contract with Martha Pasiminio

#### Background

Annual Spanish Interpreter services for counseling sessions of court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Pasiminio, Martha.pdf>

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By   | Date                            | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1                               | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM             | APRV   |
| 2                               | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM             | APRV   |
| 3                               | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM             | APRV   |
| 4                               | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM             | APRV   |
| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 11:22 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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## SPANISH-LANGUAGE INDIVIDUAL AND FAMILY COUNSELING

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Martha Pasiminio, LPC ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

### ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to provide Spanish language counseling services to court ordered probation youth, caregivers and parents.

### ARTICLE II TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

### ARTICLE III SERVICES

- 3.01 Service Provider will perform the following services: Individual counseling sessions (<sup>50</sup>~~60~~ minute sessions) at a rate of \$50.00 per session. Family counseling sessions (<sup>50</sup>~~60~~ minute sessions) at a rate of \$60.00 per session.

### ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of youth
  2. Timeliness of generating monthly Progress Reports
  3. Accuracy of written reports
- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V  
COMPENSATION**

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of \$50.00 per individual session and \$60.00 per family session.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)  
OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner. Payment will be sent to the following address:
- Martha Pasiminio, LPC  
1910 Eclipse Cove  
Cedar Park, TX 78613
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

**ARTICLE VI  
EXAMINATION AND RETENTION OF RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII  
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII  
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
  - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

ARTICLE IX  
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;



- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X  
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI  
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIII**  
**DEFAULT**

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

**ARTICLE XIV**  
**TERMINATION**

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XV**  
**WAIVER OF SUBROGATION**

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVI**  
**INDEMNIFICATION**

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile

Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVII**  
**SOVEREIGN IMMUNITY**

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XVIII**  
**REPRESENTATIONS & WARRANTIES**

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX**  
**TEXAS LAW TO APPLY**

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ARTICLE XX**  
**VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI  
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII  
LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV  
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

ARTICLE XXV  
INDEPENDENT CONTRACTOR CLAUSE

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

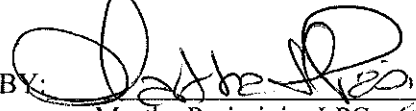
EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT  
OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioner's Court

**MARTHA PASIMINIO, LPC**

BY:  \_\_\_\_\_  
Martha Pasiminio, LPC -S  
Spanish-language counselor

Date: 8/18/2010

## Jessica Hernandez Counseling Services Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on mental health psychological services contract with Jessica Hernandez

#### Background

Annual mental health services contract to provide psychological assessments, case management, counseling for youth in the Juvenile Justice System

### Fiscal Impact

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

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Hernandez, Jessica.pdf>

### Form Routing/Status

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM | APRV   |
| 2         | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM | APRV   |
| 3         | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM | APRV   |
| 4         | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM | APRV   |

Form Started By: Robyn Murray

Started On: 09/25/2010 11:26 AM

Final Approval Date: 10/13/2010

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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JESSICA HERNANDEZ  
POST-DOCTORAL PSYCHOLOGY INTERN

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Jessica Hernandez ("Service Provider"). Services will be provided in department offices as well as in probationer home and community settings.

ARTICLE I  
PURPOSE

- 1.01 The purpose of this Agreement is to provide mental health services to youth, caregivers, parents, and family members on supervision with the department as well as consultation and training in mental health topics for department employees.

ARTICLE II  
TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending August 31, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III  
SERVICES

- 3.01 Service Provider will perform the following services:
- Individual, family, and group counseling;
  - Female-offender specific services
  - Spanish-language counseling and case management;
  - Psychological assessment;
  - Case Management;
  - Program Development;
  - Staff Training;

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of Youth
  2. Timeliness of generating monthly Progress Reports
  3. Accuracy of written reports
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of **\$20 per hour** for services provided. Total services will not exceed an average of 35 hours per week for the 12-month period.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to



monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

#### ARTICLE VI EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

#### ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE VIII  
DUTY TO REPORT**

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
  - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

**ARTICLE IX  
DISCLOSURE OF INFORMATION**

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
  - E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

**ARTICLE X**  
**EQUAL OPPORTUNITY**

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XI**  
**ASSIGNMENT & SUBCONTRACT**

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

**ARTICLE XII**  
**OFFICIALS NOT TO BENEFIT**

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIII**  
**DEFAULT**

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

**ARTICLE XIV  
TERMINATION**

14.01 This Agreement may be terminated:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XV  
WAIVER OF SUBROGATION**

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVI  
INDEMNIFICATION**

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVII  
SOVEREIGN IMMUNITY**

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES**

18.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI  
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII  
LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV  
AMENDMENTS

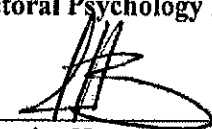
- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

**Jessica Hernandez**  
**Post-Doctoral Psychology Intern**

BY: \_\_\_\_\_  
Judge Dan Gattis  
Williamson County Judge

BY:  \_\_\_\_\_  
Jessica Hernandez  
4303 Cisco Valley Drive  
Round Rock, Texas 78664

DATE: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

DATE: 8/16/10

## Suzanne and Michael Mohr Counseling Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on drug and alcohol counseling contract with Suzanne and Michael Mohr

#### Background

Annual drug and alcohol counseling services contract for court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Mohr Counseling.pdf>

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By   | Date                            | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1                               | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM             | APRV   |
| 2                               | Jim Gilger              | Jim Gilger    | 10/13/2010 11:24 AM             | APRV   |
| 3                               | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM             | APRV   |
| 4                               | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM             | APRV   |
| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 11:33 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Michael Mohr, LCDC and Suzanne Mohr, LCDC, Drug and Alcohol Counseling Services, a Texas corporation located at 2016 Burnie Bishop Place, Cedar Park, Texas 78613 ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

## ARTICLE I

### PURPOSE

- 1.01 The purpose of this Agreement is to provide Parent Enrichment Group Series to court ordered probation youth, caregivers and parents.

## ARTICLE II

### TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

## ARTICLE III

### SERVICES

- 3.01 Service Provider will perform the following services: Series of six (6) 90 minute sessions at a rate of \$110.00 per session (\$660.00 per series) with a total of four series per year. Multi-family psycho-educational and process groups focused on substance abuse prevention.

These group sessions will be conducted once a week in a group setting with caregivers. The groups are education and discussion oriented.

## ARTICLE IV

### EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of youth
  2. Timeliness of generating monthly Progress Reports
  3. Accuracy of written reports



- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V  
COMPENSATION**

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of \$110.00 per session per a series of six 90 minute sessions (\$660.00 per series) with a total of four series per year.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

**ARTICLE VI  
EXAMINATION AND RETENTION OF RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII  
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII  
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
  - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

ARTICLE IX  
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;

- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X  
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI  
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII  
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV  
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV  
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI  
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile

Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVII**  
**SOVEREIGN IMMUNITY**

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XVIII**  
**REPRESENTATIONS & WARRANTIES**

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX**  
**TEXAS LAW TO APPLY**

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ARTICLE XX**  
**VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

**ARTICLE XXI**  
**ADDITIONAL TERMS**

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
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**ARTICLE XXII**  
**LEGAL CONSTRUCTION**

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**ARTICLE XXIII**  
**PRIOR AGREEMENTS SUPERSEDED**

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

**ARTICLE XXIV**  
**AMENDMENTS**

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

**ARTICLE XXV**  
**INDEPENDENT CONTRACTOR CLAUSE**

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other

Michael Mohr, LCDC  
Suzanne Mohr, LCDC  
Counseling Services Agreement  
October 1, 2010 – September 30, 2011

party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

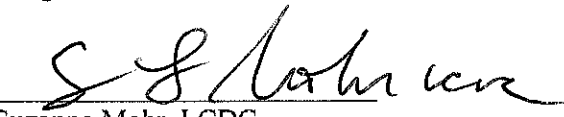
**WILLIAMSON COUNTY, TEXAS**

**DRUG AND ALCOHOL  
COUNSELING SERVICES**

BY: \_\_\_\_\_  
Williamson County Judge Dan Gattis

BY:   
Michael Mohr, LCDC  
Drug Education Awareness Educator

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

BY:   
Suzanne Mohr, LCDC  
Drug Education Awareness Educator

Date: 8/24/10

## Tommy Schmitt Counseling Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on substance abuse counseling services contract with Tommy Schmitt

#### Background

Annual substance abuse services contract for youth in the Juvenile Justice System

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Schmitt, Tommy.pdf>

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By   | Date                            | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1                               | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM             | APRV   |
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| 4                               | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM             | APRV   |
| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 11:37 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |



STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**TOMMY SCHMITT, LMSW - ACP**

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Tommy Schmitt, LMSW-ACP, a Texas corporation located at 903 Forest Street, Georgetown, Texas 78626 ("Service Provider").

**ARTICLE I**

**PURPOSE**

1.01 The purpose of this Agreement is to provide sex offender counseling, sex offender assessments and a sex offender treatment program to court ordered probation youth.

**ARTICLE II**

**TERM**

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

**ARTICLE III**

**SERVICES**

3.01 Service Provider will perform the following services: Individual, Family, and Group Counseling, Written Reports, Consultations and Court Appearances.

**ARTICLE IV**

**EVALUATION CRITERIA**

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Timeliness of generating Treatment Plan of youth
2. Timeliness of generating monthly Progress Reports
3. Accuracy of written reports

- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider...

*Initial Assessment Session*                      \$115.00/session

- 45 – 50 minute sessions
- Treatment plan submitted to supervision officer as well as monthly progress reports

*Individual Counseling Sessions*                      \$75.00/hour

- 45 – 50 minute sessions
- Treatment plan submitted to supervision officer as well as monthly progress reports

*Family Counseling Sessions*                      \$75.00/hour

- 45 – 50 minute sessions
- Treatment plan submitted to supervision officer as well as monthly progress reports

*Group Counseling Sessions*                      \$35.00/person/group

- 45 – 50 minute sessions

*Court Appearances*                      \$75.00/hour

*Report Writing/Consultations*                      \$60.00/hour

- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)  
OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients

if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

#### ARTICLE VI EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

#### ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

#### ARTICLE VIII DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited

to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
- B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

ARTICLE IX  
DISCLOSURE OF INFORMATION

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X  
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI  
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII  
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV  
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV  
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI  
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII  
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX  
TEXAS LAW TO APPLY**

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ARTICLE XX  
VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

**ARTICLE XXI  
ADDITIONAL TERMS**

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**ARTICLE XXII  
LEGAL CONSTRUCTION**

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED**

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

**ARTICLE XXIV  
AMENDMENTS**

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services

after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

ARTICLE XXV  
INDEPENDENT CONTRACTOR CLAUSE

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_  
Williamson County Judge Dan Gattis

**TOMMY SCHMITT, LMSW-ACP.**  
BY:  \_\_\_\_\_  
Tommy Schmitt, LMSW-ACP  
903 Forest Street  
Georgetown, Texas 78626  
Telephone: (512) 930 - 0884  
License #S16295

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court



## Shoal Creek Counseling Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on counseling services contract with Shoal Creek Counseling

#### Background

Annual sex offender counseling services contract with Shoal Creek Counseling

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Shoal Creek Counseling.pdf>

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By   | Date                            | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1                               | County Attorney         | Prejean Henry | 10/13/2010 10:02 AM             | APRV   |
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| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 11:39 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |



1. Teaching Chaperon Training Curriculum to families both in a group setting and individualized training setting.
2. Assistance in creating Safety Plans to increase Social Support of Juvenile Offenders.

B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures:

1. Meeting specific quotas on numbers of clients served under this contract.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1. Evaluation of programming by probation officer.
2. Evaluation of programming by Therapist.
3. Evaluation of programming by families and/or clients.

4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

#### ARTICLE V COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider:

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| Chaperon/External Support Training (Specialized for one family) | \$250.00          |
| Chaperon/External Support Training in Group format              | \$85 per person   |
| Individual Counseling Sessions                                  | \$80.00 -1 hour   |
| Anger Management Program (Group)                                | \$35.00 per group |

5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)

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compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

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- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI  
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
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ARTICLE VIII  
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
- B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

ARTICLE IX  
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
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  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
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ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII  
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
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- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
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- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

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- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

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- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

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- 18.01 Service Provider hereby represents and warrants the following:
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  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX  
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- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI  
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
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LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.



ARTICLE XXIV  
AMENDMENTS

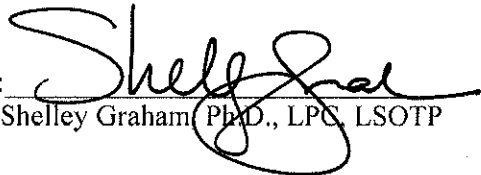
24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

**SHOAL CREEK COUNSELING, P.L.L.C.**

BY: \_\_\_\_\_  
Williamson County Judge Dan Gattis

BY:  \_\_\_\_\_  
Shelley Graham Ph.D., LPC, LSOTP

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

## Central Texas Counseling Contract Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take action on counseling services contract with Central Texas Counseling

#### Background

Annual out patient sex offender counseling and testing services contract for court ordered adjudicated youth

### Fiscal Impact

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

### Attachments

Link: <\\Juvenile\users\RMurray\Contracts\2011 Contracts\2011 AgendaLink Contracts\Central Texas Counseling.pdf>

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By   | Date                            | Status |
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| 3                               | Budget                  | Ashlie Koenig | 10/13/2010 01:41 PM             | APRV   |
| 4                               | County Judge Exec Asst. | Wendy Coco    | 10/13/2010 02:38 PM             | APRV   |
| Form Started By: Robyn Murray   |                         |               | Started On: 09/25/2010 11:43 AM |        |
| Final Approval Date: 10/13/2010 |                         |               |                                 |        |

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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### CENTRAL TEXAS COUNSELING, LLC

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Central Texas Counseling, LLC, a Texas corporation located at 1930 Rawhide Drive, Suite 302, Round Rock, Texas 78681 ("Service Provider").

#### ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to provide sex offender counseling, sex offender assessments and a sex offender treatment program to court ordered probation youth.

#### ARTICLE II TERM

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

#### ARTICLE III SERVICES

3.01 Service Provider will perform the following services: Individual and Family Counseling, Sex Offender Assessments and Sex Offender Treatment Programs.

##### Individual and Family Counseling:

- \$80/session
- 45 – 50 minute sessions
- Expert witness testimony is \$150/hour away from practice (travel time included)
- Treatment plan submitted to supervision officer as well as monthly progress reports

##### Psychosexual Evaluation:

- \$500 flat per evaluation (regardless of location of eval and special needs)

Evaluations will include:

- Clinical interview with client as well as parents and/or other family members
- IQ score
- Minnesota Multiphasic Personality Inventory-Adolescent (MMPI-A)
- Risk Assessment
- Report will integrate all the information and be submitted to referral source

- Test results session scheduled with client and family should they wish to receive a copy of the report and if the treatment provider deems it would not be harmful to the client or their family (\$60 includes copy of the report)
- Expert witness testimony is \$150/hour away from practice (travel time included)

Sex Offender Treatment Program:

- Group sessions \$40 for one and one-half hour sessions
- Individual/Family sessions \$80 for 45 – 50 minute sessions
- Treatment plan submitted to supervision officer as well as monthly progress reports
- Expert witness testimony included at no charge for clients in sex offender treatment program if legal action precipitated by the State of Texas (not by the client)

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of youth
  2. Timeliness of generating monthly Progress Reports
  3. Accuracy of written reports
- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider...

Individual and Family Counseling:

- \$80/session for 45 – 50 minute sessions

Psychosexual Evaluation:

- \$500 flat per evaluation (regardless of location of eval and special needs)

Evaluations will include:

- Clinical interview with client as well as parents and/or other family members
- IQ score
- Minnesota Multiphasic Personality Inventory-Adolescent (MMPI-A)
- Risk Assessment
- Report will integrate all the information and be submitted to referral source

- Test results session scheduled with client and family should they wish to receive a copy of the report and if the treatment provider deems it would not be harmful to the client or their family (\$60 includes copy of the report)
- Expert witness testimony is \$150/hour away from practice (travel time included)

Sex Offender Treatment Program:

- Group sessions \$40 for one and one-half hour sessions
  - Individual/Family sessions \$80 for 45 – 50 minute sessions
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer and Juvenile Probation Director on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI  
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three

(3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

#### ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

#### ARTICLE VIII DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
  - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

#### ARTICLE IX DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X  
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI  
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII  
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

#### ARTICLE XIV TERMINATION

14.01 This Agreement may be terminated:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

#### ARTICLE XV WAIVER OF SUBROGATION

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

#### ARTICLE XVI INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

#### ARTICLE XVII SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.



ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX  
TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX  
VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI  
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII  
LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII  
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV  
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

ARTICLE XXV  
INDEPENDENT CONTRACTOR CLAUSE

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

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EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_  
Williamson County Judge Dan Gattis

Date: \_\_\_\_\_  
As Authorized by Williamson County  
Commissioners Court

**CENTRAL TEXAS COUNSELING, LLC**

BY:  \_\_\_\_\_  
Scott A. Siegel, President  
1930 Rawhide Drive, Suite 302  
Round Rock, Texas 78681

## Interlocal agreement between Williamson County and the City of Round Rock Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Jonathan Harris  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider approving the purchasing cooperative interlocal agreement between Williamson County and the City of Round Rock.

#### Background

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### Fiscal Impact

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

Link: [Interlocal Agreement](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 10/13/2010 08:50 AM  
Final Approval Date: 10/13/2010

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**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF ROUND ROCK AND THE COUNTY OF WILLIAMSON**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Round Rock, Texas and the County of Williamson, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791, Texas Government Code, providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

Whereas, the governing body of each party finds that the subject of this contract is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing body of each party finds that the performance of this contract is in the common interest of both parties, and that the division of cost fairly compensates the performing party for the services performed under this contract.

**I.**

The County of Williamson, Texas hereby makes, constitutes and appoints the City of Round Rock as its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts or purchase agreements awarded by the City of Round Rock. Conversely, the City of Round Rock hereby makes, constitutes and appoints the County of Williamson, Texas as its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts awarded by the County Of Williamson, Texas.

To utilize one or more of existing contracts, the non-contract-awarding city must notify the contract-awarding city. The non-contract-awarding city agrees that the contract-awarding city shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the contract-awarding city according to its usual bidding procedures.

**II.**

Each party to this agreement agrees that all specifications for selected items or services shall be as determined by the contract-awarding city.

**III.**

Each party agrees to pay the supplier for the respective goods and services purchased pursuant to this Interlocal agreement. The successful bidder or bidders shall bill directly the city placing the order(s) for all goods and services purchased, and that city shall be responsible for the supplier or contractor's compliance with all conditions of delivery and quality of the procurement.

IV.

The Round Rock City Manager, or his/her successor, is hereby designated as the official representative to act for the City of Round Rock in all matters relating to this agreement. The County of Williamson, Texas, or her/his successor, is hereby designated as the official representative to act for the County of Williamson, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

Either party may terminate this agreement by giving the other party at least thirty (30) days' advance written notice of termination provided all non-contested work accomplished or goods or services provided shall be paid for in accordance with the contract up to the date the termination becomes effective.

VII.

The City of Round Rock agrees to be responsible for any and all liability or damages to itself or any other party, individual, or entity arising from the sole negligence of itself. The County of Williamson, Texas agrees to be responsible for any and all liability or damages to itself or any other party, individual, or entity arising from the sole negligence of itself. The two parties agree that damages or liability occurring during the performance of this agreement found to be caused by the joint or comparative negligence of both parties, their agents, servants and employees, shall be determined in accordance with the comparative responsibility requirements of the State of Texas.

VIII.

If required by a large public works project, the parties agree that requirements will be incorporated for statutory bid bonds, performance and payment bonds, and materialmen bonds.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

CITY OF ROUND ROCK, TEXAS

COUNTY OF WILLIAMSON, TEXAS

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_  
City Secretary

By \_\_\_\_\_  
County Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
County Attorney

## RE-CERTIFICATION OF ENGINEERING FIRMS FOR 2006 ROAD BOND PROGRAM

### Commissioners Court - Regular Session

Date: 10/19/2010  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Mike Weaver  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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#### Information

##### Agenda Item

Consider authorizing advertising and setting date of November 17, 2010 at 2:00pm in the Purchasing Department to initially receive Qualifications for RE-CERTIFICATION OF ENGINEERING FIRMS FOR 2006 ROAD BOND PROGRAM , RFQ number 10WCRFQ1011.

##### Background

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#### Fiscal Impact

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

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#### Attachments

*No file(s) attached.*

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 10/13/2010 09:50 AM  
Final Approval Date: 10/13/2010

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## Asphalt Mixes Advertising Request Item 7 & 8 Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Brenda Fuller, Purchasing  
**Submitted For:** Kerstin Hancock  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing advertising and setting date of Nov. 9, 2010 to receive bids for Asphalt Mixes Item 7 & 8 for URS. at 2:00 p.m.

#### Background

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Brenda Fuller  
Started On: 10/14/2010 08:26 AM  
Final Approval Date: 10/14/2010

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**Award of Contract 11WCA035 for Uniforms for Law Enforcement Department  
and Civilian Personnel of the Sheriff's Office  
Commissioners Court - Regular Session**

**Date:** 10/19/2010  
**Submitted By:** Brenda Fuller, Purchasing  
**Submitted For:** Kerstin Hancock  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Consider awarding bids received for Bid # 11WCA035, Uniforms for Law Enforcement Department and Civilian Personnel for the Sheriff's Office, to the lowest and best bidders meeting specifications- complete list filed with official minutes.

**Background**

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**Fiscal Impact**

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

Link: [Bid Tab for Law Enforcement Uniforms](#)

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**Form Routing/Status**

Form Started By: Brenda Fuller  
Started On: 10/14/2010 11:30 AM  
Final Approval Date: 10/14/2010

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WILLIAMSON COUNTY BID TABULATION

UNIFORMS FOR WILLIAMSON COUNTY LAW ENFORCEMENT DEPARTMENTS AND CIVILIAN PERSONNEL OF THE SHERIFF’S OFFICE

BID # 11WCA035

CONTRACT PERIOD OCTOBER 19, 2010 THROUGH SEPTEMBER 30, 2011

**Recommend award to:** Kel-Lac – item # 1.1-1.3; 1.14; 1.15; 1.17; 1.19; 1.23;

GT Distributors – item# 1.4;1.5; 1.10; 1.11; 1.12; 1.16; 1.18; 1.20; 1.22;

Lonestar Uniforms – item# 1.9; 1.13; 1.21; 2.1;

|      |                                                                   |          | Lone Star<br>Uniforms |                  | GT<br>Distributors |                  | Miller<br>Uniforms          |                                  | Kel-Lac<br>Uniforms    |               | SMS Holding Corp.  |               |
|------|-------------------------------------------------------------------|----------|-----------------------|------------------|--------------------|------------------|-----------------------------|----------------------------------|------------------------|---------------|--------------------|---------------|
| Item | Description                                                       | Size     | Unaltered<br>Price    | Altered<br>Price | Unaltered Price    | Altered<br>Price | Unaltered Price             | Altered Price                    | Unaltered<br>Price     | Altered Price | Unaltered<br>Price | Altered Price |
| 1.1  | Polo Shirt 100% Pique<br>Mesh Knit Cotton<br>6.80ozNavy/Blk/Khaki | Sm - XXL | 24.95                 | 24.95            | 19.5               | 19.5             | 18.5                        | 26.5                             | CH100 Broder<br>16.36  | 18.36         | NO BID             | NO BID        |
|      |                                                                   | XXXL     | 26.95                 | 26.95            | 22.5               | 22.5             | 21.5                        | 31.5                             | 20.28                  | 20.28         | NO BID             | NO BID        |
| 1.2  | BDU Trousers<br>Propper F5201<br>various colors                   | Xsm-XL   | 26.95                 | 26.95            | 23.82              | N/A              | 60%/40%<br>cotton/poly 24.5 | unaltered<br>poly/cotton<br>28.5 | Propper F5235<br>19.71 | NO BID        | NO BID             | NO BID        |
|      |                                                                   | XXL      | 26.95                 | 26.95            | 23.82              | N/A              | 60%/40%<br>cotton/poly 27   | unaltered<br>poly/cotton<br>31.5 | 19.71                  | NO BID        | NO BID             | NO BID        |
|      |                                                                   | XXXL     | 28.95                 | 28.95            | 23.82              | N/A              | 60%/40%<br>cotton/poly 28   | unaltered<br>poly/cotton<br>32.3 | 19.71                  | NO BID        | NO BID             | NO BID        |



|     |                                                                |                         |       |       |                                                                 |       |       |       |                                  |       |        |        |
|-----|----------------------------------------------------------------|-------------------------|-------|-------|-----------------------------------------------------------------|-------|-------|-------|----------------------------------|-------|--------|--------|
| 1.5 | Pants Blauer style<br>#8650 Midnite Navy<br>&Red striping      | Men's                   |       |       |                                                                 |       |       |       |                                  |       |        |        |
|     |                                                                | 28-42                   | 36.95 | 36.95 | ELB-E314, 5/8"<br>Red Stripe from<br>ELC Industries<br>32.56    | 32.56 | 47.5  | 57.5  | Liberty 640<br>MNV 54.27         | 54.27 | NO BID | NO BID |
|     |                                                                | 44-50                   | 36.95 | 36.95 | 35.82                                                           | 35.82 | 52.25 | 62.25 | 59.7                             | 59.7  | NO BID | NO BID |
|     |                                                                | 52-54                   | 36.95 | 36.95 | 39.08                                                           | 39.08 | 57    | 67    | 65.13                            | 65.13 | NO BID | NO BID |
|     |                                                                | 56 & up                 | 36.95 | 36.95 | 42.33                                                           | 42.33 | 61.75 | 71.75 | 70.55                            | 70.55 | NO BID | NO BID |
|     | Pants Blauer style<br>#8650 W<br>Midnite Navy &Red<br>striping | Women's                 |       |       |                                                                 |       |       |       |                                  |       |        |        |
|     |                                                                | sz. 4-18                | 36.95 | 36.95 | ELB-E9314LC,<br>5/8" Red Stripe<br>from ELC<br>Industries 32.56 | 32.56 | 47.5  | 57.5  | Liberty 540<br>FNV 54.27         | 54.27 | NO BID | NO BID |
|     |                                                                | sz.20                   | 36.95 | 36.95 | 35.82                                                           | 35.82 | 47.5  | 62.25 | 59.7                             | 59.7  | NO BID | NO BID |
|     |                                                                | sz.22 &24               | 36.95 | 36.95 | 35.82                                                           | 35.82 | 52.25 | 67    | 59.7                             | 59.7  | NO BID | NO BID |
|     |                                                                | sz. 26                  | 36.95 | 36.95 | 39.08                                                           | 39.08 | 57    | 71.75 | 70.55                            | 70.55 | NO BID | NO BID |
|     |                                                                |                         |       |       |                                                                 |       |       |       |                                  |       |        |        |
| 1.6 | Shirts LS Wht Blauer<br>style #8431-26                         | Men's                   |       |       |                                                                 |       |       |       |                                  |       |        |        |
|     |                                                                | 32 reg.14<br>5-17       | 35.25 | 35.25 | ELB P877 Sizes<br>18-20 +20%, Sizes<br>22 +40% 25.75            | 25.75 | 37.25 | 37.25 | scratch out-<br>no price         | 39.99 | NO BID | NO BID |
|     |                                                                | 33<br>reg.14.5-<br>18.5 | 35.25 | 35.25 | 25.75                                                           | 25.75 | 46.56 | 46.56 | HS 1116<br>Horace Small<br>39.99 | 39.99 | NO BID | NO BID |
|     |                                                                | 34<br>reg.15.5-<br>18.5 | 35.25 | 35.25 | 25.75                                                           | 25.75 | 46.56 | 46.56 | 39.99                            | 39.99 | NO BID | NO BID |

|     |                                                     |                                    |       |       |                     |       |                      |                     |                                  |        |        |        |
|-----|-----------------------------------------------------|------------------------------------|-------|-------|---------------------|-------|----------------------|---------------------|----------------------------------|--------|--------|--------|
|     |                                                     | 35 reg.<br>15.5-19.5               | 35.25 | 35.25 | 25.75               | 25.75 | 46.56                | 46.56               | 39.99                            | 39.99  | NO BID | NO BID |
|     |                                                     | 37 tall<br>16.5-19.5               | 35.25 | 35.25 | 30.9                | 30.9  | 46.56                | 46.56               | 39.99                            | 39.99  | NO BID | NO BID |
|     | Shirts LS Wht Blauer<br>style #8431-26W             | <b>Women's</b>                     |       |       |                     |       | (sz 32-44 )<br>37.25 | (sz 32-44)<br>37.25 |                                  |        |        |        |
|     |                                                     | reg,32-46                          | 35.25 | 35.25 | ELB-P801<br>25.75   | 25.75 | ( sz46-48) 46.56     | (sz46-48)46.56      | HS Horace<br>Small 39.99         | 39.99  | NO BID | NO BID |
| 1.7 | Shirt SS Blauer style #<br>8910Z Silvertan          | <b>Men's</b>                       |       |       |                     |       |                      |                     |                                  |        |        |        |
|     |                                                     | Sm.-XL                             | 44.95 | 44.95 | ELB - 5582<br>35.94 | 35.94 | 47.75                | 55.75               | HS 1222<br>Horace Small<br>41.02 | 41.02  | NO BID | NO BID |
|     |                                                     | XXL                                | 44.95 | 44.95 | 43.13               | 43.13 | 52.53                | 60.53               | 41.02                            | 41.02  | NO BID | NO BID |
|     |                                                     | XXXL                               | 44.95 | 44.95 | 43.13               | 43.13 | 57.3                 | 65.3                | 47.17                            | 47.17  | NO BID | NO BID |
|     |                                                     | XXXXL                              | 44.95 | 44.95 | 50.32               | 50.32 | 62.08                | 70.08               | 49.23                            | 49.23  | NO BID | NO BID |
|     |                                                     | Over 4X                            | 44.95 | 44.95 | 53.91               | 53.91 | 71.63                | 79.63               | NO BID                           | NO BID | NO BID | NO BID |
|     | Shirt SS Blauer style #<br>8910WZ Silvertan         | <b>Women's</b>                     |       |       |                     |       |                      |                     |                                  |        |        |        |
|     |                                                     | Sm thru<br>Lg                      | 44.95 | 44.95 | ELB-9782<br>35.94   | 35.94 | 47.75                | 55.75               | HS 1277<br>Horace Small<br>41.02 | 41.02  | NO BID | NO BID |
|     |                                                     | XL & XXL                           | 44.95 | 44.95 | 43.13               | 43.13 | 52.53                | 52.53               | 47.17                            | NO BID | NO BID | NO BID |
| 1.8 | Uniform Shirt - LS Blauer<br>style #8900Z Silvertan | <b>Men's</b>                       |       |       |                     |       |                      |                     |                                  |        |        |        |
|     |                                                     | 14 1/2 thru<br>17 1/2 up<br>to 36" | 50    | 50    | ELB-582 39.38       | 39.38 | 55.75                | 63.75               | HS 1124<br>Horace Small<br>47.62 | 47.62  | NO BID | NO BID |
|     |                                                     | 18 & 18<br>1/2 up to<br>36" SL     | 50    | 50    | 47.26               | 47.26 | 61.33                | 69.33               | 47.62                            | 47.62  | NO BID | NO BID |

|      |                                                                   |                    |       |       |                 |        |                  |        |                                  |        |        |        |
|------|-------------------------------------------------------------------|--------------------|-------|-------|-----------------|--------|------------------|--------|----------------------------------|--------|--------|--------|
|      |                                                                   | 19 up to<br>36" SL | 50    | 50    | 47.26           | 47.26  | 66.9             | 74.9   | 52.38                            | 52.38  | NO BID | NO BID |
|      |                                                                   | 20 & 38"<br>SL     | 50    | 50    | 47.26           | 47.26  | 72.48            | 80.48  | 52.38                            | 52.38  | NO BID | NO BID |
|      |                                                                   | over 20            | 50    | 50    | 55.14           | 55.14  | 83.63            | 91.63  | 52.38                            | 52.38  | NO BID | NO BID |
|      | Uniform Shirt - LS Blauer<br>style #8900WZ Silvertan              | <b>Women's</b>     |       |       |                 |        |                  |        |                                  |        |        |        |
|      |                                                                   | Sm thru Lg         | 50    | 50    | ELB-9582 39.38  | 39.38  | 55.75            | 63.75  | HS 1176<br>Horace Small<br>47.62 | 47.62  | NO BID | NO BID |
|      |                                                                   | XL & XXL           | 50    | 50    | 47.26           | 47.26  | 61.33            | 69.33  | 52.38                            | 52.38  | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        |                  |        |                                  |        | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        |                  |        |                                  |        | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        |                  |        |                                  |        | NO BID | NO BID |
| 1.9  | Pullov Enf. Shirt Blauer<br>style #8130 Coolmax<br>various colors | Sm. Thru<br>XL     | 44    | 44    | NO BID          | NO BID | 71.5             | 71.5   | United 570<br>60.72              | NO BID | NO BID | NO BID |
|      |                                                                   | XXL                |       |       |                 |        | 76.45            | 76.45  |                                  | NO BID | NO BID | NO BID |
|      |                                                                   | XXXL               |       |       |                 |        | 81.4             | 81.4   |                                  | NO BID | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        |                  |        |                                  | NO BID | NO BID | NO BID |
| 1.1  | Stretch Patrol shirt<br>Mocean style #1063<br>midnite Navy        | Sm. Thru<br>XL     | 43.95 | 43.95 | 35.63           | N/A    | (sz28-42)49.5    | NO BID | United 376<br>39                 | NO BID | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        | (sz44 & up)56.93 | NO BID |                                  | NO BID | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        |                  |        |                                  |        | NO BID | NO BID |
|      |                                                                   |                    |       |       |                 |        |                  |        |                                  |        | NO BID | NO BID |
| 1.11 | Raincoat w/hood Blauer<br>style #26990 Midnite<br>Navy            | Sm. Thru<br>XL     | 89.5  | 89.5  | SPW-S309V 84.83 | N/A    | 128.5            | NO BID | Propper<br>F5477 190.3           | NO BID | NO BID | NO BID |
|      |                                                                   | XXL                | 89.5  | 89.5  | 84.83           | N/A    | 141.35           | NO BID | 190.3                            | NO BID | NO BID | NO BID |

|      |                                                          |                  |        |        |                                                 |     |                                     |        |                             |        |        |        |
|------|----------------------------------------------------------|------------------|--------|--------|-------------------------------------------------|-----|-------------------------------------|--------|-----------------------------|--------|--------|--------|
|      |                                                          | XXXL             | 89.5   | 89.5   | 84.83                                           | N/A | 154.2                               | NO BID | 190.3                       | NO BID | NO BID | NO BID |
|      |                                                          | over XXXL        | 94.95  | 94.95  | 101.79                                          | N/A | 167.05                              | NO BID | 190.3                       | NO BID | NO BID | NO BID |
| 1.12 | Ties                                                     | Ladies           | 4      | 4      | 3                                               | N/A | 5.47                                | NO BID | Liberty 200<br>MNV<br>3.85  | NO BID | NO BID | NO BID |
|      | Regular                                                  | Reg.             | 4      | 4      | 3                                               | N/A | 5.47                                | NO BID | 3.85                        | NO BID | NO BID | NO BID |
|      | Long                                                     | Long             | 4      | 4      | 3                                               | N/A | 6.78                                | NO BID | 3.85                        | NO BID | NO BID | NO BID |
|      | x-Long                                                   | x-Long           | 4      | 4      | 3                                               | N/A | 6.78                                | NO BID | 3.85                        | NO BID | NO BID | NO BID |
| 1.13 | Military Name Strips                                     |                  | 1.5    | 1.5    | Prop - Nametape<br>3.15                         | N/A | 3.5                                 | NO BID | 3.25                        | NO BID | NO BID | NO BID |
| 1.14 | Gore Tex Jacket Blauer<br>style #9625 Drk<br>Navy/OD Grn | X-SML thru<br>XL | 181    | 181    | OD Grn-GOW-<br>71N9,Navy -GOW<br>-71N134 136.94 | N/A | Navy Only 9910Z-<br>04 295          | NO BID | Propper F5475<br>119.68     | NO BID | NO BID | NO BID |
|      |                                                          | XXL              | 181    | 181    | 136.94                                          | N/A | 324.5                               | NO BID | 119.68                      | NO BID | NO BID | NO BID |
|      |                                                          | XXXL             | 181    | 181    | 136.94                                          | N/A | 354                                 | NO BID | 119.68                      | NO BID | NO BID | NO BID |
|      |                                                          | over XXXL        | 188.95 | 188.95 | 136.94                                          | N/A | 383.5                               | NO BID | 119.68                      | NO BID | NO BID | NO BID |
| 1.15 | Jacket Blauer style#<br>6125 Midnite Navy                | X -SM thru<br>XL | 134.25 | 134.25 | SPW - S3609<br>87.25                            | N/A | Midnite<br>Navy/O.D. Green<br>159.5 | NO BID | Liberty<br>Millenum<br>85.5 | NO BID | NO BID | NO BID |
|      |                                                          | XXL              | 134.25 | 134.25 | 87.25                                           | N/A | 175.45                              | NO BID | 98.32                       | NO BID | NO BID | NO BID |
|      |                                                          | XXXL             | 134.25 | 134.25 | 87.25                                           | N/A | 191.4                               | NO BID | 98.32                       | NO BID | NO BID | NO BID |
|      |                                                          | Over XXXL        | 139.95 | 139.95 | 87.25                                           | N/A | 207.35                              | NO BID | 106.87                      | NO BID | NO BID | NO BID |
|      | Tactical Pants various<br>colors #74251                  | <b>Men's</b>     |        |        |                                                 |     |                                     |        |                             |        |        |        |
|      |                                                          | 28-42            | 33.95  | 33.95  | 28.15                                           | N/A | (sz 28-44)39.99                     | NO BID | Propper F5243<br>29         | NO BID | NO BID | NO BID |

|      |                                                       |                |       |       |                                                                                                            |        |                |        |                        |                     |        |        |
|------|-------------------------------------------------------|----------------|-------|-------|------------------------------------------------------------------------------------------------------------|--------|----------------|--------|------------------------|---------------------|--------|--------|
| 1.16 |                                                       | 44-50          | 33.95 | 33.95 | 35.15                                                                                                      | N/A    | (sz46-50)39.99 | NO BID | 29                     | NO BID              | NO BID | NO BID |
|      |                                                       | 52 & 54        | 33.95 | 33.95 | 35.15                                                                                                      | N/A    | 49.99          | NO BID | 29                     | NO BID              | NO BID | NO BID |
|      |                                                       | 56 & up        | 43.95 | 43.95 | NO BID                                                                                                     | NO BID | N/A            | NO BID | 29                     | NO BID              | NO BID | NO BID |
|      | Tactical Pants 5.11 Style 74251 various colors #64355 | Women's        |       |       |                                                                                                            |        |                |        |                        |                     |        |        |
|      |                                                       |                |       |       | #64355<br>Discontinued,<br>Replacement part<br># 64358<br>Available in Sizes<br>2-20, Reg. & Long<br>28.15 | N/A    |                |        |                        | Propper F5236<br>29 |        |        |
|      |                                                       | sz 4- 18       | 33.95 | 33.95 |                                                                                                            |        | 39.99          | NO BID |                        | NO BID              | NO BID | NO BID |
|      |                                                       | 20             | 33.95 | 33.95 | 28.15                                                                                                      | N/A    | 39.99          | NO BID | 29                     | NO BID              | NO BID | NO BID |
|      |                                                       | 22 & 24        | 33.95 | 33.95 | NO BID                                                                                                     | NO BID | N/A            | NO BID | 29                     | NO BID              | NO BID | NO BID |
|      |                                                       | 26             | 43.95 | 43.95 | NO BID                                                                                                     | NO BID | N/A            | NO BID | 29                     | NO BID              | NO BID | NO BID |
| 1.17 | Prof. Polo 5.11 style #41060 Dk. Nvy.                 | x-sm           | 29.95 | 29.95 | 30.49                                                                                                      | N/A    | 37.99          | NO BID | Tru Spec 4330<br>25.35 | NO BID              | NO BID | NO BID |
|      |                                                       | XXL            | 29.95 | 29.95 | 30.49                                                                                                      | N/A    | 37.99          | NO BID | 25.35                  | NO BID              | NO BID | NO BID |
|      |                                                       | XXXL           | 31.95 | 31.95 | 33.94                                                                                                      | N/A    | 43.99          | NO BID | 27.6                   | NO BID              | NO BID | NO BID |
|      |                                                       | over XXXL      | 31.95 | 31.95 | 33.94                                                                                                      | N/A    | 43.99          | NO BID | 27.6                   | NO BID              | NO BID | NO BID |
| 1.18 | SS Tact Squad item #8013 various colors               | Sm. Thru<br>XL | 19.95 | 19.95 | Available in<br>white and light<br>blue only 12.18                                                         | 12.18  | 22.28          | 30.28  | Liberty 732<br>18.3    | NO BID              | NO BID | NO BID |
|      |                                                       | XXL            | 19.95 | 19.95 | 15.36                                                                                                      | 15.36  | 22.28          | 30.28  | 21.04                  | NO BID              | NO BID | NO BID |
| 1.18 |                                                       | XXXL           | 19.95 | 19.95 | 15.36                                                                                                      | 15.36  | 22.28          | 30.28  | 21.04                  | NO BID              | NO BID | NO BID |
|      |                                                       | over XXXL      | 19.95 | 19.95 | 18.27                                                                                                      | 18.27  | 28.96          | 36.96  | 21.04                  | NO BID              | NO BID | NO BID |



|      |                                                                           |                    |        |        |                                                              |        |               |        |                   |        |        |        |
|------|---------------------------------------------------------------------------|--------------------|--------|--------|--------------------------------------------------------------|--------|---------------|--------|-------------------|--------|--------|--------|
| 1.19 | ReflectiveTraffic Vest<br>Blauer style #339                               |                    | 39.95  | 39.95  | SPW - S912S<br>36.67                                         | N/A    | 53.9          | NO BID | 5.11, 49001<br>32 | NO BID | NO BID | NO BID |
| 1.2  | Windbrkr<br>LibertyUniform style #<br>560 Dk. Nvy.                        | Sm. Thru<br>XL     | 21.95  | 21.95  | 13.54                                                        | N/A    | 20            | NO BID | 14.1              | NO BID | NO BID | NO BID |
|      |                                                                           | XXL                | 21.95  | 21.95  | 15.43                                                        | N/A    | 23            | NO BID | 16.2              | NO BID | NO BID | NO BID |
|      |                                                                           | XXXL               | 21.95  | 21.95  | 15.43                                                        | N/A    | 25            | NO BID | 16.2              | NO BID | NO BID | NO BID |
|      |                                                                           | over XXXL          | 24.95  | 24.95  | 16.68                                                        | N/A    | 26            | NO BID | 17.62             | NO BID | NO BID | NO BID |
| 1.21 | TDU Shirt LS 5.11 OD<br>GRN                                               | Sm. Thru<br>XL     | 33.95  | 33.95  | OD Grn 511-<br>72002-190 34.03                               | N/A    | # 72002 44.99 | NO BID | 37.26             | NO BID | NO BID | NO BID |
|      |                                                                           | XXL                | 33.95  | 33.95  | 34.03                                                        | N/A    | 44.99         | NO BID | 37.26             | NO BID | NO BID | NO BID |
|      |                                                                           | XXXL               | 33.95  | 33.95  | 37.03                                                        | N/A    | 49.99         | NO BID | 37.26             | NO BID | NO BID | NO BID |
|      |                                                                           | over XXXL          | 36.95  | 36.95  | 37.03                                                        | N/A    | 49.99         | NO BID | 42.26             | NO BID | NO BID | NO BID |
| 1.22 | Nomex Flight Suit<br>Propper style #CWU-<br>CWU-27/P,OD Grn,tan,<br>black | Short sz.<br>32-52 | 134.95 | 134.95 | Only available in<br>Sage Green,<br>Black, and Tan<br>134.94 | N/A    | 153           | NO BID | 140.8             | NO BID | NO BID | NO BID |
|      |                                                                           | Reg. sz. 32-<br>52 | 134.95 | 134.95 | 134.94                                                       | N/A    | 153           | NO BID | 140.8             | NO BID | NO BID | NO BID |
|      |                                                                           | Long sz.<br>32-52  | 138.95 | 138.95 | 134.94                                                       | N/A    | 153           | NO BID | 140.8             | NO BID | NO BID | NO BID |
|      |                                                                           | over XXXL          | 138.95 | 138.95 | 202.41                                                       | N/A    | N/A           | NO BID | 140.8             | NO BID | NO BID | NO BID |
| 1.23 | Flex Mesh Cap Navy-<br>Otto style #94-522-004                             |                    | 9.5    | 9.5    | NO BID                                                       | NO BID | 9.95          | NO BID | KC Cap<br>6       | NO BID | NO BID | NO BID |

|     |                                            |                   |       |       |        |        |      |      |                       |        |        |        |
|-----|--------------------------------------------|-------------------|-------|-------|--------|--------|------|------|-----------------------|--------|--------|--------|
| 2.1 | Shirt SS Edwards style<br>#1027-1 Lt. Blue | <b>Men's</b>      |       |       |        |        |      |      |                       |        |        |        |
|     |                                            | sz. 14-17<br>1/2  | 12.95 | 12.95 | NO BID | NO BID | 20.5 | 28.5 | Red Kap SP80<br>14.02 | NO BID | NO BID | NO BID |
|     |                                            | sz. 18-21<br>1/2  | 12.95 | 12.95 | NO BID | NO BID | 22.5 | 30.5 | 16.83                 | NO BID | NO BID | NO BID |
|     |                                            | Special Cut<br>sz | 12.95 | 12.95 | NO BID | NO BID | 31.5 | 39.5 | 16.83                 | NO BID | NO BID | NO BID |
|     | Shirt SS Edwards style<br>5027-01 Lt. Blue | <b>Women's</b>    |       |       |        |        |      |      |                       |        |        |        |
|     |                                            | sz. 4-20          | 12.95 | 12.95 | NO BID | NO BID | 20.5 | 28.5 | Red Kap SP81<br>14.02 | NO BID | NO BID | NO BID |
|     |                                            | sz. 22-28         | 12.95 | 12.95 | NO BID | NO BID | 22.5 | 30.5 | 16.83                 | NO BID | NO BID | NO BID |
|     |                                            | Special Cut<br>sz | 12.95 | 12.95 | NO BID | NO BID | 31.5 | 31.5 | NO BID                | NO BID | NO BID | NO BID |
|     | Shirt LS Edwards style<br>#1077-01         | <b>Men's</b>      |       |       |        |        |      |      |                       |        |        |        |
|     |                                            | sz. 14-17<br>1/2  | 14.95 | 14.95 | NO BID | NO BID | 21.5 | 29.5 | Red Kap SP90<br>15.67 | NO BID | NO BID | NO BID |
|     |                                            | sz. 18-21<br>1/2  | 14.95 | 14.95 | NO BID | NO BID | 23.5 | 31.5 | 18.81                 | NO BID | NO BID | NO BID |
|     |                                            | Special Cut<br>sz | 14.95 | 14.95 | NO BID | NO BID | 32.5 | 40.5 | NO BID                | NO BID | NO BID | NO BID |
|     | Shirt LS Edwards style<br>#5077 -01        | <b>Women's</b>    |       |       |        |        |      |      |                       |        |        |        |
|     |                                            | sz. 4-20          | 14.95 | 14.95 | NO BID | NO BID | 21.5 | 29.5 | Red Kap SP91<br>15.67 | NO BID | NO BID | NO BID |
|     |                                            | sz. 22-28         | 14.95 | 14.95 | NO BID | NO BID | 23.5 | 31.5 | 18.81                 | NO BID | NO BID | NO BID |
|     |                                            | Special Cut<br>sz | 14.95 | 14.95 | NO BID | NO BID | 32.5 | 40.5 | NO BID                | NO BID | NO BID | NO BID |

All items awarded to low bidder meeting specifications – except item 1.6 awarded to second lowest vendor and items 1.7, 1.8 awarded to third lowest vendor due to unsatisfactory styling and quality standards.

## County Attorney Legislative Supplement, B/A, 10/19/2010

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** David Dukes  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

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#### 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 the County Attorney Legislative Supplement paid by the State of Texas.

##### Background

The State Legislative Supplement is paid annually. The total of \$62,500.00 was received in September 2010 and added to the YE Fund Balance. This amendment will add the required budget dollars in order to pay out these funds in FY2011.

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#### Fiscal Impact

| From/To | Acct No.         | Description       | Amount      | Sort Seq |
|---------|------------------|-------------------|-------------|----------|
|         | 0100.0475.001100 | Salaries          | \$50,320.00 | 01       |
|         | 0100.0475.002010 | FICA              | \$3,849.48  | 02       |
|         | 0100.0475.002020 | Retirement        | \$5,832.09  | 03       |
|         | 0100.0475.004902 | Co Atty Leg Supp. | \$2,498.43  | 04       |

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#### Attachments

*No file(s) attached.*

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#### Form Routing/Status

Form Started By: Lisa Moore      Started On: 10/14/2010 09:46 AM  
 Final Approval Date: 10/14/2010

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## Discuss Real Estate Matters

### Commissioners Court - Regular Session

**Date:** 10/19/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Executive Session

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#### 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 II project from FM 3405 to Reagan Blvd.
  - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
  - g) Discuss proposed acquisition of property for proposed SH 29 project.
  - j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
  - k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
  - l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
  - m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Northwoods Road District.
- q) Discuss conveyance of University Boulevard right-of-way.
- r) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount | Sort Seq |
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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Charlie Crossfield      Started On: 10/14/2010 10:02 AM  
Final Approval Date: 10/14/2010

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**Consultation with Attorney regarding Pending or Potential Claims and  
Litigation or other confidential attorney-client matters  
Commissioners Court - Regular Session**

**Date:** 10/19/2010  
**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)

- a) Status Update-Pending Cases or Claims
- b) Employment related matters
- c) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison, County Commissioners; In the District Court, Williamson County, Texas, 368th Judicial District.

**Background**

**Fiscal Impact**

| From/To | Acct No. | Description | Amount | Sort Seq |
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**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Prejean Henry      Started On: 10/14/2010 11:54 AM  
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