

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 7TH, 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 – 13)

5. Discuss and consider approving a line item transfer for the Sheriff's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0560 005741	Computer Software	316.97	
To	0100 0560 004414	Vehicle Insurance	316.97	

6. Discuss and consider approving a line item transfer for the County Attorney's office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004932	Cty Atty/Trial Exp	\$3023.37	

To	0100-0475-004999	Cty Atty/Misc	\$3023.37	
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7. Discuss and consider approving a line item transfer for CCL #3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0428-001100	CCL#3/Salary	\$582.36	
To	0100-0428-001107	CCL#3/Temp Salary	\$582.36	

8. Discuss and consider approving a line item transfer for JP 4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.001100	Salaries	\$1,851.23	
To	0100.0454.001107	Temp Labor	\$1,851.23	

9. Discuss and consider approving a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004510	Facility Maint & Repair	5000.00	
To	0100-0509-004512	Kitchen Maint & Repair	5000.00	

10. Consider approving the Treasurer's Report on the Williamson County Finances for October 2010.
11. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction. (Complete list filed with official minutes)
12. Consider approving property tax collections for the month of October 2010 for the Williamson County Tax Assessor/Collector.
13. Consider approving property tax refunds over \$2,500.00 for the month of October 2010 for the Williamson County Tax Assessor/Collector.

REGULAR AGENDA

14. Discuss and take appropriate action on road bond program.
15. Discuss and consider approving the Road Bond Engineering Professional Services Agreement (PSA) template revisions.
16. Discuss and consider approving Baker-Aicklen & Associates, Inc. Lakeline Boulevard extension (Crystal Falls Pkwy. to RM 2243) Professional Service Agreement (PSA).

17. Discuss and consider authorizing the Williamson County Judge to sign the attached letter regarding comments on the Pass-Through Finance Agreement (Contract No. PT2010-006-01) for the IH-35 frontage road & ramps project.
18. Consider authorizing County Judge to execute a Real Estate Contract with J. Brad Allen and Nancy Allen for right-of-way needed on RM 2338. (P25)
19. Consider and take appropriate action on a modification to the Inter-Governmental Services Agreement (IGSA) between ICE and Williamson County which incorporates the Performance Monitoring Tool being used at the T. Don Hutto Facility.
20. Consider and take appropriate action regarding the fill sequencing of the Williamson County landfill.
21. Discuss and take appropriate action on the approval of physician's liability insurance coverage for the Jail doctor
22. Discuss and take appropriate action regarding approval of an unpaid internship for the Office of Emergency Management.
23. Discuss and take appropriate action regarding employment of the law firm of CORNELL, SMITH, & MIERL, L.L.P. to represent Williamson County in relation to Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.
24. Discuss and take appropriate action regarding employment of the law firm of SCOTT, DOUGLASS & McCONNICO, L.L.P. to represent Williamson County in relation to Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.
25. Discuss and take appropriate action on continuing to retain the law firm of Bickerstaff, Heath, Delgado, Acosta LLP to represent Judge Dan A. Gattis, Commissioner Lisa Birkman, Commissioner Cynthia Long, Commissioner Valerie Covey, Commissioner Ron Morrison, County Budget Officer Ashlie Koenig and County Auditor David Flores in all litigation matters relating and pertaining to 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, Budget Officer Ashlie Koenig and County Auditor David Flores; In the District Court, Williamson County, Texas, 368th Judicial District, and to represent Williamson County on other matters as needed and directed by the Williamson County Commissioners Court; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

26. Consider and take appropriate action regarding proposed amendments to the Employee Manual.
27. Discuss and take appropriate action on Maintenance and Support Services Agreement between Tyler Technologies and Williamson County.
28. Discuss and take appropriate action on Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement between Tyler Technologies and Williamson County as well as Amendment 4 to the Techshare Resource Sharing Addendum CIJS Court Administration System.
29. Consider approving a Burn Ban Order prohibiting outdoor burning in the unincorporated area of Williamson County for up to Ninety (90) days.
30. Discuss and take action on a request by Dennis Johnson, Nadine Johnson and Jerry W. Roznovak to extend that certain Farm Lease between Williamson County and Dennis Johnson, Nadine Johnson and Jerry W. Roznovak for the lease of land adjacent to the Williamson County Landfill.
31. Discuss and take appropriate action on Tropical Storm Hermine.
32. Consider awarding bids received for Contract Towing to the low bids meeting specifications (complete list filed with official minutes)
33. Consider authorizing advertising and setting date of January 6, 2011 at 11:00am in the Purchasing Department to receive bids for CONSTRUCTION AND INSTALLATION OF SIX HD-5 PROPANE STATIONS FOR WILLIAMSON COUNTY FACILITIES, bid number 11WC901.
34. Consider authorizing advertising and setting date of January 18, 2011 at 1:30pm in the Purchasing Department to receive qualifications for ARCHITECTURAL SERVICES FOR EAST WILLIAMSON COUNTY EVENTS CENTER REDEVELOPEMENT, RFQ number 11WCRFQ1001.
35. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.004229	County Atty/St Law Enforc Trng	\$2,822.49	01
	0100.0551.004229	Const 1/St Law Enforc Trng	\$5,180.71	02
	0100.0552.004229	Const 2/St Law Enforc Trng	\$4,871.27	03
	0100.0553.004229	Const 3/St Law Enforc Trng	\$1,650.88	04
	0100.0554.004229	Const 4/St Law Enforc Trng	\$2,482.15	05
	0100.0560.004229	SO/St Law Enforc Trng	\$18,398.86	06
	0100.0570.004229	Co Jail/St Law Enforc Trng	\$18,328.62	07

36. Discuss and take action on a request by John Noren to extend that certain Farm Lease between Williamson County and John Noren for the lease of land adjacent to the Williamson County Landfill.
37. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of FY'10 Capital Area Trauma Regional Advisory Council (CATRAC) Trauma System Funds.
38. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for additional expenditures for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0540.004210	Internet/Email Services	\$14,550.00	
	0100.0540.000507	Transfer to RCS	\$494.87	
	0100.0540.003001	Small Tools & Equip	\$10,364.54	

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)."

39. 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.
- h) Discuss proposed acquisition of property for right-of-way on SH 29 at CR 266.
- i) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
- j) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- k) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- l) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- m) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- n) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- o) Discuss proposed Northwoods Road District.
- p) Discuss conveyance of University Boulevard right-of-way.
- q) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

40. 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.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County.
- b) Status Update-Pending Cases or Claims
- c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
- d) Cause No. 08-226-C26; Dan Voss v. Williamson County, In The District Court Of Williamson County, Texas, 26th Judicial District
- e) 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, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
- f) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- g) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

- h) Employment related matters.
- i) Other confidential attorney-client matters, including contracts.

41. Discuss and take appropriate action on real estate.

42. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County.
- b) Status Update-Pending Cases or Claims
- c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
- d) Cause No. 08-226-C26; Dan Voss v. Williamson County, In The District Court Of Williamson County, Texas, 26th Judicial District
- e) 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, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
- f) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- g) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- h) Employment related matters.
- i) Other confidential attorney-client matters, including contracts.

43. 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.

Line Item Transfer for Sheriff's Office Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Sheriff's Office

Background

Per the request of the county Budget Officer

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0560 005741	Computer Software	316.97	
To	0100 0560 004414	Vehicle Insurance	316.97	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	11/29/2010 10:33 AM	APRV
4	Budget	Ashlie Koenig	11/29/2010 10:36 AM	APRV

Form Started By: Deborah Wolf
 Started On: 11/24/2010 10:14 AM
 Final Approval Date: 11/29/2010

Line Item Transfer**Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the County Attorney's office

Background

On November 30th, 2010 the Court voted to approve a payment in Voss Vs. Williamson County out of the County Attorney's budget. The line item suggested for payment was "postage" but the County Attorney has requested we pay for this out of her trial expense line item instead. This line item transfer will fulfill that request.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004932	Cty Atty/Trial Exp	\$3023.37	
To	0100-0475-004999	Cty Atty/Misc	\$3023.37	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 11/30/2010 04:17 PM
 Final Approval Date: 12/01/2010

Line Item Transfer**Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for CCL #3

Background

While the two full-time slots are vacant, we have have a temp filling in. This transfer is to allocate funding to the correct line item to pay the temp.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0428-001100	CCL#3/Salary	\$582.36	
To	0100-0428-001107	CCL#3/Temp Salary	\$582.36	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 12/02/2010 10:13 AM
 Final Approval Date: 12/02/2010

Line Item Transfer for JP 4

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Jessica Schmidt, J.P. Pct. #4
Submitted For: Jessica Schmidt
Department: J.P. Pct. #4
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP 4

Background

JP 4 is requesting a line item transfer for JP 4 from Salaries to Temp Labor in the amount of \$1,851.23 to cover labor expense for two Temps in Court Clerk positions. Two Court Clerks resigned and we have two Temps in the positions on a probationary basis.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.001100	Salaries	\$1,851.23	
To	0100.0454.001107	Temp Labor	\$1,851.23	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	12/02/2010 09:51 AM	APRV
4	Budget	Ashlie Koenig	12/02/2010 10:13 AM	APRV

Form Started By: Jessica Schmidt
 Started On: 12/01/2010 06:30 PM
 Final Approval Date: 12/02/2010

Line Item Transfer**Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Shirley Taylor, Facilities Maintenance
Submitted For: Gary Wilson
Department: Facilities Maintenance
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Facilities.

Background

Transfer is necessary to fund repair line item for kitchens at Jail, Juvenile Justice Center, and Central Texas Treatment Center. Shortage is due to having to replace a \$13,807 steam kettle at Jail and several other costly repairs in the first two months of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004510	Facility Maint & Repair	5000.00	
To	0100-0509-004512	Kitchen Maint & Repair	5000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	12/01/2010 12:07 PM	APRV
4	Budget	Ashlie Koenig	12/02/2010 10:12 AM	APRV

Form Started By: Shirley Taylor
 Started On: 11/30/2010 04:25 PM
 Final Approval Date: 12/02/2010

Treasurers Report on the Williamson County Finances October 2010 Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for October 2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [October 2010 TREASURERS REPORT](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 11/24/2010 09:42 AM
Final Approval Date: 11/29/2010

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
OCTOBER TERM 2010

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2010, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **OCTOBER 2010**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$273,450,746.28.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2010.

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

By: Deputy

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance October 31, 2010
GENERAL FUND	\$ 20,999,300.00
TOBACCO FUNDS	\$ 3,200,000.00
CO RECORDS ARCHIVE	\$ 1,300,000.00
DEBT SERVICE	\$ 9,994,375.00
ROAD & BRIDGE	\$ 8,494,375.00
WC SH45 FUND	\$ 1,500,000.00
CAPITAL PROJECTS FUND	\$ 91,953,718.06
TOTAL	\$ 137,441,768.06

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

ACCOUNT NAME	TEXPOOL BALANCE 10/31/2010	TEXPOOL PRIME BALANCE 10/31/2010	TEXSTAR BALANCE 10/31/2010	GRAND TOTAL
COURTHOUSE SECURITY	77,556.31			77,556.31
COUNTY RMP	846,604.00			846,604.00
GENERAL FUND	36,340.87	13,835,681.58		13,872,022.45
LIBRARY FUND	604,134.33			604,134.33
COURT REPORTER SVC	685,153.24			685,153.24
TOBACCO FUNDS	8,396.68	561,679.74		570,076.42
KARST	1,153,039.03			1,153,039.03
CO RECORD ARCHIVE	406,269.66			406,269.66
TCEQ AIR CHECK GRANT	648,957.89			648,957.89
ROAD AND BRIDGE	24,425.60	3,068,575.12		3,093,000.72
TOTAL CO'S & BOND	3,056.87	57,426,255.66	4,497,689.60	61,927,002.13
DEBT SERVICE	484,259.65	10,667,515.42		11,151,775.07
BENEFITS	13,135.69	454,152.11		467,287.80
2008 TAN	97,227.41	5,449,690.28		5,546,917.69
*RESTRICTED FUNDS	1,719,390.71			1,719,390.71
TOTALS	\$ 6,807,947.94	\$ 91,463,549.91	\$ 4,497,689.60	\$ 102,769,187.45

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

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation October 31, 2010	
GENERAL FUND	\$	31,901,461.77
PAYROLL	\$	1,081,867.15
CSCD TREASURER	\$	256,461.85
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TOTAL	\$	33,239,790.77

Bank Statement Reconciliation Report
Ending October 31, 2010
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$	34,919,602.59
ADD:		
OUTSTANDING DEPOSITS	\$	1.00
SUBTRACT:		
OUTSTANDING CHECKS	\$	(3,018,141.82)
RECONCILED BANK BALANCE	\$	<u>31,901,461.77</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	31,845,262.46
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL NOVEMBER 2010	\$	45,018.13
SUBTRACT:		
	\$	0.00
BANK INTEREST 0.415%	\$	11,181.18
RECONCILED BOOK BALANCE	\$	<u>31,901,461.77</u>

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>(0.00)</u>
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NOTES:

Bank Statement Reconciliation Report
Ending October 31, 2010
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,088,199.96
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(3,116.56)
ESCROW OUTSTANDING CHECKS	\$	(3,216.25)
ADJUSTMENTS:		
	\$	0.00

RECONCILED BANK BALANCE	\$	<u>1,081,867.15</u>
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BOOK BALANCE	\$	1,081,867.15
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$553.65 at 0.415% (Payroll interest is NOT considered revenue by the Auditors.)		
ADJUSTMENTS:		
	\$	0.00

RECONCILED BOOK BALANCE	\$	<u>1,081,867.15</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending October 31, 2010
CSCD ACCOUNT

BALANCE PER BANK	\$	261,099.62
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(4,637.77)

RECONCILED BANK BALANCE	\$	<u>256,461.85</u>
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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	256,234.84
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ADD:		
OUTSTANDING DEPOSIT	\$	0.00

SUBTRACT:		
	\$	0.00

BANK INTEREST 0.415%	\$	227.01
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RECONCILED BOOK BALANCE	\$	<u>256,461.85</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL October 2010
TOTAL TAXES	\$ 136,309.87
TOTAL FEES OF OFFICE	\$ 500,858.64
TOTAL FINES AND FORFEITURES	\$ 236,309.02
TOTAL CHARGES FOR SERVICES	\$ 832,535.54
TOTAL INTERGOVERNMENTAL	\$ 68,622.84
TOTAL INVESTMENT INCOME/OTHER	\$ 48,243.00
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TOTAL REVENUES	\$ 1,822,878.91

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL October 2010
TOTAL GENERAL GOVERNMENT	\$ 2,488,729.36
TOTAL PUBLIC SAFETY	\$ 4,206,137.16
TOTAL JUDICIAL	\$ 816,524.91
TOTAL COMMUNITY SERVICES	\$ 774,892.89
TOTAL EXPENDITURES	\$ 8,286,284.32

Consent Agenda

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Form Started By: Ursula Stone
Started On: 12/01/2010 11:09 AM
Final Approval Date: 12/01/2010

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	Dell OptiPlex GX520 with Monitor, Keyboard, Mouse	7D0N9C1		Working
1	Dell OptiPlex GX520 with Monitor, Keyboard, Mouse	DD0N9C1		Working

Parties involved:**FROM** (Transferor Department): 425th Judicial District Court**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Hon. Mark Silverstone

Jennifer Bolton

Print Name

Print Name

Signature

Date 11/24/10 Phone Number 943-3380

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 bet ween county departments

☐ TRADE-IN for new assets for the county

☒ SALE at the earliest auction

☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell Laptop w/ Windows 2000	DS/NCN04240-48643-356-1299	100320	Unknown

Parties involved:

FROM (Transferor Department): 210 - Road & Bridge

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date 11/18/10

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:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

RECEIVED

NOV 19 2010

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - HVSNH31	002908
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - JCYN831	002750
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - DZVRD31	002856
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 1VSNH31	002905
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 79M1131	002676
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 3WSNH31	002904
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - B1WRD31	002839
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - HSG0D31	002878

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

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

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646

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

Phone Number

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 32WRD31	002847
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 9Q2HJ31	002919
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - CZL1131	002669
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 563T131	002689
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - H4WRD31	002866
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 40M1131	002672
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - F5WRD31	002684
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 95WRD31	002852

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

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

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646

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

Phone Number

Date ____ / ____ / ____

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

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Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - J0WRD31	002840
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - F3WRD31	002848
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 8ZVRD31	002883
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 70M1131	002673
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 72WRD31	-
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - B9DV081	003116
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N J9M1131	002679
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - GQ2HJ31	002918

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

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

Michelle Broddrick, CFO

Print Name
Michelle Broddrick
Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name
(512) 943-3646
Phone Number

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
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Date ____ / ____ / ____

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Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - SIWRD31	002844
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 13WRD31	002843
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 20M1131	002671
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 43WRD31	002837
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 1QVRD31	002858
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - B2WRD31	002845
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - BSG0D31	002863
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 25WRD31	002855

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

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

Michelle Broddrick, CFO

Print Name
Michelle Broddrick

Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name
(512) 943-3646

Phone Number

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
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Date ____ / ____ / ____

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Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 792JW11	002540
1	DELL MICROSOFT WINDOWS 98	S/N - 8W8PC01	-
1	DELL MICROSOFT WINDOWS 98	S/N - 1DFJ201	-
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - D92JW11	002534
1	DELL DIMENION XPS T450	S/N - 5439A	001257
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 65WRD31	002859
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 83WRD31	002850
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 94WRD31	002857

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

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

Michelle Broddrick, CFO

Print Name
Michelle Broddrick
Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name
(512) 943-3646
Phone Number

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

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

Print Name

Signature

Date ____ / ____ / ____

Contact Person:

Print Name

Phone Number

For assets donated to a non-county entity:

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by _____

Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1 BOX	9 GALLON SHARPS CONTAINERS - 7/BX	-	-
1 BOX	19 GALLON SHARPS CONTAINERS - 3/BX	-	-
1 BOX	19 GALLON SHARPS CONTAINERS - 5/BX	-	-
1	HP DESKJET 6127	MY31K3C04B	002635
1	HP JETDIRECT 2300L	JPGK077889	-
1	HP LASER JET	CNBDC81729	-
1	DELL MONITOR	CN-04P121-47804-37R-B8D7	002870
1	DELL MONITOR	CN-04P121-47804-35M-C3DE	002946

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO
 (Print Name)
Michelle Broddrick
 Signature

Date 11, 18, 10

Contact Person:

Susan Carranco
 (Print Name)
(512) 943-3646
 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

 Phone Number

Date ____ / ____ / ____

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Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL MONITOR	CN-04P121-47804-37R-B77K	002899
1	HON 4 DRAWER FILING CABINET	-	001061
1	HP LASERJET 4050N	S/N - USQC017752	-
1	DELL MONITOR	CN-04P121-47804-37V-L35H	002938
1	DELL MONITOR	5322DE7JKX89	001307
1	DELL KEYBOARD	TH-04N454-317171-344-C636	-
1	DELL KEYBOARD	TH-04N454-317171-344-C985	-
1	DELL KEYBOARD	CN-035KKW-38844-095-C567	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name: Michelle Broddrick

Signature

Date: 11, 18, 10

Contact Person:

Susan Carrance

Print Name: (512) 943-3646

Phone Number

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

Auction

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date: ____ / ____ / ____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

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Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL KEYBOARD	38842-974-D411	-
1	DELL KEYBOARD	38842-974-D117	-
1	DELL KEYBOARD	CN-07N242-71616-37S-8093	-
1	DELL KEYBOARD	CN-07N242-38842-350-1T87	-
1	DELL KEYBOARD	TH-04N454-37171-34I-7691	-
1	DELL KEYBOARD	CN-07N242-38842-35P-1801	-
1	DELL KEYBOARD	DS/NTH-0463CD-37172-07C-2768	-
1	DELL KEYBOARD	CN-07N242-71616-37S-8C77	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO
 Print Name Michelle Broddrick
 Signature _____

Date 11, 18, 10

Contact Person:

Susan Carranco
 Print Name _____
 Phone Number (512) 943-3646

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 _____
 Signature _____
 Date ____ / ____ / ____

 Print Name _____
 Phone Number _____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL KEYBOARD	CN-07N242-38842-350-1453	-
1	DELL KEYBOARD	CN-07N242-38842-36N-4308	-
1	FELLOWES KEYBOARD	4I422100153B	-
1	FELLOWES KEYBOARD	4I421100157B	-
1	KENSINGTON MOUSE	S/N - 030204020	-
1	LOGITECH MOUSE	S/N - PMA22101238	-
1	MICROSOFT MOUSE	4629455-0	-
1	CANNON MP250 CALCULATOR	-	-

Parties involved:

FROM (Transferor Department): Williamson County and cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature _____

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646

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 _____

Phone Number _____

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

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by _____

Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
3	HP LASERJET PRINT CARTRIDGE - Q2601A	-	-
1	SHARP FO-29ND TD CARTRIDGE - BLACK	-	-
1	HP LASERJET 2300 TONER CARTRIDGE	-	-
3	PLAIN PAPER FAX CARTRIDGE - CEB28TR	-	-
1	HP LASERJET 4100 TONER CARTRIDGE DPS0061A	-	-
7	KALIMAN SUPERVIEW CAMERA	-	-
2	LE CLIC LC7CC CAMERA	-	-
1	VIVITAR CV40 CAMERA	-	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name
Michelle Broddrick

Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name
(512) 943-3646

Phone Number

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

Transferee - Elected Official/Department Head/

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

Print Name

Signature

Date ____ / ____ / ____

Contact Person:

Print Name

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Williamson County

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- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	VIVITAR LP45 CAMERA	-	-
1	ROLLING CART	-	-
1	DELL WINDOWS XP PROFESSIONAL CPU	S/N - 25WRD31	002849
1	DELL MONITOR	CN-0X876H-72872-97E-5D24	-
1	DELL MONITOR	CN-0CC280-71618-673-BCZF	-
1	DELL MONITOR	5322DE7VYA99	-
1	DELL MONITOR	5322DE7EMJ89	002045
1	DELL MONITOR	DS/N MY-04N-736-47603-287-BTNQ	002555

Parties involved:

FROM (Transferor Department):

Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature [Signature]

Date 11, 18, 10

Contact Person:

Busan Carranco

Print Name [Signature]

Phone Number (512) 943-3646

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 _____

Phone Number _____

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

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Williamson County

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- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	HP LASERJET 4100TN	S/N - USBGB08212	-
1	DELL FLAT SCREEN MONITOR	CN-0CC280-71618-673-BCZJ	-
1	HP BUSINESS INKJET 2250TN	S/N - SG074119B7	-
2	DESK ORGANIZERS	-	-
1	INDEX CARD BOX	-	-
1	MONITOR STAND	-	-
1	CHANGE BOX WITH KEY	-	-
1	4 CUP COFFEE POT	-	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature _____

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646

Phone Number _____

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

Transferee - Elected Official/Department Head/

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Print Name _____

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For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	CPU STAND	-	-
1	WALL SHELVES	-	-
1	FELLOWES MOUSE	S/N - 0233442	-
1	FELLOWES MOUSE	7024933-5	-
6 SETS	HARMAN/KARDON MULTIMEDIA SPEAKER SYSTEMS	-	-
1	SHARPS EL-1192BL CALCULATOR	5D020408	-
1	SHARPS EL-2192GII	6C240962	-
1	FELLOWES DISKETTE TRAY	-	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

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

Michelle Braddrick, CFO
 Print Name
Michelle Braddrick
 Signature

Date 11, 10, 10

Contact Person:

Susan Carranco
 Print Name
(512) 943-3646
 Phone Number

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

Auction

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

 Print Name

 Signature

 Date ____ / ____ / ____

Contact Person:

 Print Name

 Phone Number

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on ____ / ____ / ____
 If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____
 by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
2	BROTHER AX SERIES CORRECTION FILM CARTRIDGE	-	-
3	BROTHER CORRECTION TAPES	-	-
1	PELIKAN CARTRIDGE RIBBON	-	-
1	PELIKAN TAPE SPOOLS	-	-
1	TAPE DISPENSER	-	-
3	HP LASERJET 4100 SERIES CARTRIDGE DPS0061A	-	-
1	2-DRAWER LATERAL FILING CABINET	-	001553
1	TV STAND	-	002801

Parties involved:

FROM (Transferor Department): Williamson County and cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature [Signature]

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646

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 _____

Phone Number _____

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL MONITOR	CN-04P121-47804-35G-B783	002694
1	DELL MONITOR	CN-04P121-47804-35G-B6TJ	002699
1	DELL MONITOR	CN-04P121-47804-35M-C2DT	-
1	DELL MONITOR	DS/N CN-04N736-47606-294-BNX8	002571
1	DELL MONITOR	CN-04P121-47804-35D-L38E	002949
1	DELL MONITOR	CN-04P121-47804-37R-B7KD	002831
1	DELL MONITOR	CN-04P121-47804-38S-C0FA	003068
1	DELL MONITOR	CN-04P121-47804-37R-B7KH	002890

Parties involved:

FROM (Transferor Department): Williamson County and cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Braddick, CFO

Print Name Michelle Braddick

Signature [Signature]

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (612) 943-3646

Phone Number [Signature]

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

Auction

Transferee - Elected Official/Department Head/

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

Print Name _____

Signature _____

Date ____ / ____ / ____

Contact Person:

Print Name _____

Phone Number _____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	MIRROR	-	-
2	L- SHAPE DESKS	-	-
2	DESKS	-	-
1	DELL MONITOR	CN-04P121-47804-37R-B7KK	002873
1	DELL MONITOR	CN-04P121-47804-37R-B77H	002936
1	DELL MONITOR	CN-04P121-47804-35D-L388	002931
1	DELL MONITOR	CN-04P121-47804-37R-B71D	002886
1	DELL MONITOR	CN-04P121-47804-37R-B81R	002906

Parties involved:

FROM (Transferor Department): Williamson County and cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name

Michelle Broddrick

Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name

(512) 943-3646

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

Phone Number

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	TEXAS INSTRUMENTS CALCULATOR	2033484T-1198F	001738
1	DELL KEYBOARD	DP/N 035KKW	-
1	DELL MONITOR	MY-08R339-47603-36N-A88N	002749
1	DELL WINDOWS XP PROFESSIONAL CPU	FP2HJ31	002942
1	INFANTOMETER	-	-
6	FRAME HOLDERS	-	-
1	DYMO 1610 LABEL MAKER	-	-
1	DYMO OFFICEMATE II LABEMAKER	-	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name Michelle Broddrick

Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646

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

Phone Number

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	DELL WINDOWS XP PROFESSIONAL CPU	H92JW11	002544
1	HANGING FILE FRAME	-	-
1	DELL MONITOR	DS/N MX-47803-04D133-47741-193-80145	002557
1	DELL MONITOR	CN-04P121-47803-37R-B8DD	002885
1	DELL MONITOR	CN-04P121-47803-37R-B6YM	002935
1	HP LASERJET 2300L	S/N - CNBDB79018	-
1	HP LASERJET 2300L	S/N - CNBDB79021	-
1	HP OFFICE JET G55	S/N - SGE09E0VPY	-

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Broddrick, CFO

Print Name Michelle Broddrick
Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name (512) 943-3646
Phone Number

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

Transferee - Elected Official/Department Head/

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

Print Name

Signature

Date ____ / ____ / ____

Contact Person:

Print Name

Phone Number

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	4 DRAWER FILING CABINET	-	002211
2	FLOOR LAMP	-	001161
1	INFOCUS PROJECTOR	S/N - 6XW1101700	002536
1	BOOK SHELF	-	002385
10	CHAIRS	-	-
1	HP LASERJET 2300L	S/N - CNBDB79029	-
20	SIDE LOAD TRAYS	-	-
1	HP LASERJET 4 PLUS	JPGH025404	001714

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/

Authorized Staff:

Michelle Braddick, CFO

Print Name
Michelle Braddick
Signature

Date 11, 18, 10

Contact Person:

Susan Carranco

Print Name
(512) 943-3646
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

Phone Number

Date ____ / ____ / ____

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to warehouse on ____ / ____ / ____

by _____

Williamson County

Asset Status Change Form

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)
13	BDU's (faded, worn, missing buttons)	n/a	n/a	Non-Working
6	Tactical S/S Shirts (ink stains and tears)	n/a	n/a	Non-Working
1	Haier Microwave	serial # 1234567017200704020012	n/a	Non-Working
	***** all insignias have been removed *****			Non-Working

Parties involved:
FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/
Authorized Staff:

L.C. Marshall

Print Name

Signature

November 5, 2010

Date

Contact Person:

Tammy Hill #12015

Print Name

+1 (512) 943-1324

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** between county departments ☐ **TRADE-IN** for new assets for the county
☐ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
2	desks			Working

Parties involved:

FROM (Transferor Department): warehouse/auction

Transferor - Elected Official/Department Head/Authorized Staff:

Tony Hill
 Print Name
 Signature
 Date 11-22-10

Contact Person:

Tony Hill
 Print Name
 943-3314
 Phone Number

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

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

Marty Griffith
 Print Name
 Signature
 Date November 22, 2010

Contact Person:

Kathy Blankenship
 Print Name
 943-3517
 Phone Number

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

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)
	See attached spreadsheet			

Parties involved:

FROM (Transferor Department): 560 Law Enforcement

Transferor - Elected Official/Department Head/Authorized Staff:

LC Marshall

Print Name

Signature

Contact Person:

Paul Swisher

Print Name

+1 (512) 943-1349

Date Phone Number

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

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

Catherine Roberts

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

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

Forward to County Auditor's Office

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	Motorola Variable Key loader T3014DX	424CWG0000	n/a	non-working
1	Motorola Variable Key loader T3014DX	424CWG0001	n/a	non-working
1	Motorola Radius GM300 (obsolete) Radio	59TUE3521	n/a	unknown
1	Motorola MaxTrac (obsolete) Radio	481SWH5991	n/a	unknown
1	Motorola MaxTrac (obsolete) Radio	481SWH5988	n/a	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AWA0752	n/a	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AWA0719	n/a	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AWA0726	n/a	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AZN0084	n/a	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AWG0798	bc00443	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AWG0799	bc00444	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AWA0722	bc00568	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AVG0235	bc00569	unknown
1	Motorola Trunk Unit DC5ZX+070W (obsolete)	581AW3A0756	bc00570	unknown
1	Motorola Control Unit T99DX (obsolete)	494CCY0432	bc00620	unknown
1	Motorola Control Unit T99DX (obsolete)	494CCY0431	bc00621	unknown
1	Motorola Control Unit N1671B (obsolete)	3993	n/a	unknown
18	Motorola MT1000 (obsolete)			unknown
	bc # 00588-00605			

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE



Williamson County

Vehicle Status Change Form

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

1) Identify Vehicle:				
00350278	210	UF0002/1802		
Vehicle Identification Number	Department	Door Number		
9032576	2000	CIMLINE	225D	RED
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach:

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

☒ High Mileage: List actual mileage 2429

☐ Not mechanically sound

☒ Other: Explain Unit has reached the end of its life cycle

3) Elected Official/Department Head/Authorized Staff

Print Greg Bergeron Signature *Greg Bergeron* Date 11/15/10

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

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

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ OTHER

☐ TRANSFER between county departments

Comments:

Receiving Department:

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

Print Name:

Signature and Date:

Contact name and Number:

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

☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature *Mike Fox* Date 11-15-10

Property Tax Collections – October 2010

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of October 2010 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [100110-103110 GWI-RFM](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 11/24/2010 08:37 AM
Final Approval Date: 11/29/2010

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWT/RFM Property Taxes
October 1-31, 2010

Williamson County General Fund		Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$150,606,771.14	(\$3,756.10)	\$150,603,015.04	\$370,515.50	\$0.00	\$0.00	\$1.60	\$150,232,497.94	\$370,517.10	0.25%	0.25%	0.30%
2009 & Prior Rollbacks	\$2,233,295.16	(\$8,897.09)	\$2,224,398.07	\$174,060.06	\$40,747.14	\$1,097.43	\$2,048,640.58	\$175,757.49	\$175,757.49	7.90%	9.73%	
	\$165,832.03	\$12,670.12	\$178,493.05	\$2,019.79	\$0.00	\$0.00	\$0.00	\$176,473.26	\$2,019.79	1.13%	1.13%	
Total All	\$153,005,889.23	\$16.93	\$153,005,906.16	\$547,195.35	\$40,747.14	\$1,099.03	\$152,457,611.78	\$548,294.38		0.36%	0.38%	

Williamson County		Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$9,936,287.66	(\$244.39)	\$9,936,043.27	\$24,247.68	\$0.00	\$0.00	\$0.10	\$9,911,795.49	\$24,247.78	0.24%	0.24%	0.30%
2009 & Prior Rollbacks	\$167,200.30	(\$578.87)	\$166,630.43	\$11,741.40	\$2,985.00	\$97.99	\$154,791.04	\$11,839.39	\$11,839.39	7.11%	8.90%	
	\$11,721.18	\$849.33	\$12,570.51	\$135.06	\$0.00	\$0.00	\$0.00	\$12,435.45	\$135.06	1.07%	1.07%	
Total All	\$10,115,218.14	\$26.07	\$10,115,244.21	\$36,124.14	\$2,985.00	\$98.09	\$10,029,021.98	\$36,222.23		0.36%	0.39%	

2010 COMBINED MONTHLY BREAKDOWN

Oct-10	\$163,121,107.37	\$43.00	\$163,121,150.37	\$583,319.49	\$43,733.04	\$1,197.12	\$162,536,633.26	\$584,516.61				
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Property Tax Refunds – Over \$2,500.00 – October 2010 Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax refunds over \$2,500.00 for the month of October 2010 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments

Link: [Court Refunds Oct 10](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 11/24/2010 08:57 AM
Final Approval Date: 11/29/2010



Date: November 23, 2010

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A
Tax Assessor Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.



WILLIAMSON COUNTY

Main Office:

904 S Main St
Georgetown, Texas 78626

Phone: (512) 943-1601

Fax: (512) 943-3578

www.williamson-county.org

Annex Locations:

1601 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664

Phone: (512) 244-8644

Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613

Phone: (512) 260-4290

Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574

Phone: (512) 352-4140

Fax: (512) 352-4143

Property Tax
Account QuickReport
 As of October 31, 2010

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/7/2010	37854	BAC Tax Services Corporation	R416202 - Erroneous payment	-5,876.36
Check	10/6/2010	37895	Dawn Corbell	R404660 - Overpayment	-4,040.50
Check	10/13/2010	37901	Michael O'Connor, Trustee	R402527 & R401771 - 2007-2009 Agreed Judgment	-205,310.59
Check	10/21/2010	37910	Hy-Land North Joint Venture	R432306 - 2009 Agreed Judgment	-5,307.42
Check	10/21/2010	37915	BUSH, DONNIE EDWARD & SUSAN	R022542 - 2009 Supplement #13	-3,918.12
Check	10/21/2010	37924	Academy LTD	P431731 & P465051 - 2009 Agreed Judgment	-5,475.64
Check	10/21/2010	37953	HIBERNIA, NATIONAL BANK	P409594 - 2006 Supplement #47	-39,051.42
Check	10/21/2010	37952	FORT ROUND ROCK LTD	R055673 - 2009 Agreed Judgment	-14,574.00
Check	10/21/2010	38031	IMT CAPITAL ANDERSON MILL LP	R391726 - 2009 Agreed Judgment	-23,722.27
Check	10/21/2010	38034	ETHRIDGE, THOMAS E	R395953 - 2009 Supplement #13	-3,920.93
Check	10/21/2010	38043	TOSCANA APTS PETULA LLC ETAL	R413951 - 2009 Agreed Judgment	-15,970.11
Check	10/21/2010	38101	163 BLW LP	R495714 - 2009 Supplement #13	-4,763.15
Check	10/21/2010	38050	HIGH COUNTRY ROAD LLC	R473425 - 2009 Agreed Judgment	-3,525.74
Check	10/21/2010	38103	CoreLogic Tax Services LLC	R355606 - Erroneous payment	-30,410.69
Total Refunds Payable - Taxpayers					-368,977.14
TOTAL					-368,977.14

Road Bond Engineering Professional Service Agreement (PSA) template Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the Road Bond Engineering Professional Services Agreement (PSA) template revisions.

Background

Two changes were made to the template document. The title on the signature page for Hal Hawes (Legal Advisor to the Williamson County Commissioners Court) and the "With a copy to" page using Hal Hawes new title and contact information.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Road Bond Engineering PSA template](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/24/2010 04:39 PM	APRV
2	Jim Gilger	Jim Gilger	11/29/2010 08:16 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	11/29/2010 10:33 AM	APRV

Form Started By: Marie Walters
 Started On: 11/22/2010 03:56 PM
 Final Approval Date: 11/29/2010

Contract No. _____

Checklist

Prior to Initiation of Work

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

Course of Work

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

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

WHEREAS, *County* proposes to construct a _____;

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

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

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

Section I

Employment of the Engineer

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

Section II

Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within _____ calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive

or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on

the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.

- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI

Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County**

Judge. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product

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

Section VIII

Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by

County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.
- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and

appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

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

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal

governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

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

ENGINEER:

COUNTY:

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

with copy to:

Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

and to:

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

and to:

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

and to:

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

and to:

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

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County*

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

- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **Engineer** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Engineer** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** **Engineer** shall provide to **County Judge** upon submittal of **Engineer's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** **Engineer** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Engineer** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **Engineer** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the **Engineer**), whether or not it results from or involves any action or failure to act by the **Engineer** or any employee or agent of the **Engineer** and which arises in any manner from the performance of this Agreement, the **Engineer** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The **Engineer** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **Engineer**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **Engineer's** performance of work under this Agreement.
- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

- N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a _____, duly authorized to transact and do business in the State of Texas.
- Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. ***Interest and Late Payments.*** ***County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an

invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

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

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

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

EXECUTED this ____ day of _____, 200__.

THE ENGINEER:

[Insert Company Name *HERE*]

BY: _____

Printed Name: _____

Title: _____

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contract Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$_____.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 **Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the **Engineer's** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 **County** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the **Engineer** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the **County** and **Engineer**. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the **Engineer's** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until **County** and **Engineer** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The **Engineer** shall promptly notify the **County** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the **Engineer** from costs or liabilities resulting from delays in

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$_____, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 200__.

ENGINEER:
[Insert Company Name HERE]

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Senior Engineer.....\$_____
2. Graduate Engineer.....\$_____
3. Technician.....\$_____
4. Secretary/Clerical.....\$_____
5. Expert Witness Testimony.....\$_____

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.
3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.
4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

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

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

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

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

EXHIBIT VII**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$_____ per occurrence and \$_____ in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$_____ per occurrence and \$_____ in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$_____.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Lakeline Blvd. ext. PSA
Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Baker-Aicklen & Associates, Inc. Lakeline Boulevard extension (Crystal Falls Pkwy. to RM 2243) Professional Service Agreement (PSA).

Background

Fiscal Impact

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

Attachments

Link: [Lakeline Blvd. PSA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/30/2010 04:52 PM	APRV
2	Jim Gilger	Jim Gilger	12/01/2010 08:38 AM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	12/01/2010 12:07 PM	APRV

Form Started By: Marie Walters
 Started On: 11/29/2010 12:31 PM
 Final Approval Date: 12/01/2010

Contract No. Lakeline Blvd. ext.
(Crystal Falls Pkwy. to RM 2243)
Checklist



Prior to Initiation of Work

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

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, **County** proposes to construct an extension of Lakeline Boulevard;

WHEREAS, **County** desires to obtain professional services for the development of design schematics and PS&E to extend Lakeline Boulevard from Crystal Falls Parkway (CR 275) to RM 2243 in Williamson County (**the "Project"**);

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

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

Section I **Employment of the Engineer**

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

Section II **Basic Services of the Engineer**

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


- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**, however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 270 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services. 
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented

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

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

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

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

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

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

Section V

Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI

Review of Work Product

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

- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII
Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by **Engineer**.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. **Engineer's** opinions of probable **Project** cost or construction cost represent **Engineer's** professional judgment as a design professional familiar with the construction industry, but **Engineer** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Engineer's** opinions of probable cost.
- F. **Engineer** shall perform all services and responsibilities required of **Engineer** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. **Engineer** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Engineer** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of

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

- H. All employees of **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Engineer**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
- I. **Engineer** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.
- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

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

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

- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

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

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

with copy to: Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

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

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

and to: _____

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- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Definition of Engineer.** The term "*Engineer*" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

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

- S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 201____.

THE ENGINEER:

Baker-Aicklen & Associates, Inc.

WILLIAMSON COUNTY:

BY: R. David Strutton

Printed Name: R. David Strutton, RPLS

Dan A. Gattis

Title: CEO

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

County Contract Auditor

OK
mkg 11/19/2010

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$705,942.50.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 **Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the **Engineer's** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount ~~payable under this Agreement without modification~~ (the "**Compensation Cap**") is \$776,536.75, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.

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

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

The work to be performed under the Agreement will consist of providing professional engineering and surveying services for the development of design schematics and PS&E to extend Lakeline Boulevard from Crystal Falls Parkway (CR 275) to RM 2243 in Williamson County. The design schematic will be submitted on roll plot layouts. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. As provided in Exhibit B, the work to be performed by the ***Engineer*** under this work authorization, in general, will consist of:

1. Project Management
2. Design Schematic Development
3. PS&E Development
4. Bidding Phase Services

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$705,942.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 28, 2011, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 201____.

ENGINEER:

Baker-Aicklen & Associates, Inc.

By: 
Signature

R. David Strutton, RPLS
Printed Name

CEO

Title

November 18, 2010
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

Williamson County Judge
Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

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

OK
mg 11/18/2010

EXHIBIT II**HOURLY RATES**

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

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

NOTES:

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

OK
Mdy 11/19/2011

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, **Engineer** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
4. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

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

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

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

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

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

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

of Labor, or as otherwise provided by law.

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 1,000,000 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000 .
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

EXHIBIT A

SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY (COUNTY)

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

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

REFERENCES

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

NOTES

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

EXHIBIT B

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

The work to be performed under this contract will consist of providing professional engineering and surveying services for the development of design schematics and PS&E to extend Lakeline Boulevard from Crystal Falls Parkway (CR 275) to RM 2243 in Williamson County. The design schematic will be submitted on roll plot layouts. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. The work to be performed by the ENGINEER under this work authorization, in general, will consist of:

ENGINEERING DESIGN SERVICES:

1. Project Management

This task will include the following activities:

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

marking layouts, preliminary construction working days schedule, update cross sections, estimates, and project schedule.

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

2. Design Schematic Development

This task will include the following activities:

A. Geometric Development

- Establish and confirm design criteria.
- Develop geometric design elements including conceptual typical sections, horizontal and vertical alignment, cross-slopes, superelevation requirements, and intersection geometrics.
- Preliminary Typical sections: Prepare existing and proposed typical sections. Proposed typical sections will be included with the Design Schematic.
- Preliminary design cross sections will be developed at 100' intervals for the estimation of cut and fill quantities and to verify proposed ROW.
- Develop Design Schematic (1" = 100' roll plot): Includes plan and profile for Lakeline Boulevard Extension. Develop typical sections, design criteria files, superelevation tables and shapes. Revise profiles as necessary to reduce slopes, ROW requirements, grades, etc. Show striping, drainage structures, etc. so that this file will be base map for PS&E production.
- Verify driveway alignments and profiles.
- Prepare preliminary traffic control plan consisting of a conceptual phasing layout, typical sections and a narrative of the construction sequence. This plan will consist of one plot showing plan views of rough phases of construction with the sequence narrative (1" = 200' roll plot). Layout will highlight construction and traffic areas for major phases required.

B. Drainage Development

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

- Analyze roadway profile and determine cross-roadway culvert locations. Determine appropriate drainage easement requirements based on culvert locations and projected discharge rates.
- Perform preliminary sizing of water quality and detention controls and locate appropriate sites for controls. Determine associated easement requirements.
- Prepare preliminary storm sewer layout to serve ultimate build-out of project.
- Prepare drainage report covering all items above.

C. Surveying Tasks

- **GPS/Geodetic Control:** Conduct a high precision geodetic control survey within the project area. This survey will utilize static GPS observations to import suitable vertical and horizontal survey control into the site. Available City of Leander, CAPCOG, TxDOT and other control in the area will be incorporated into the project control network and the adjusted control network will be referenced to the horizontal and vertical datum specified by the client.
- **Control Densification:** Establish inter-visible horizontal control monuments and benchmarks (vertical control stations) throughout the 7,000-foot length of the project for the use of construction contractors and other consultants.
- **Centerline Staking:** Stake and mark the centerline of the proposed alignment with inter-visible lathes and flagging at 200-foot intervals throughout the length of the project.
- **Right-of-Way Staking:** Set lathes at 100-foot-intervals along both right-of-way lines upon request. Fee for right-of-way staking is cost per each time staked/restaked.
- Provide a topographic and tree location survey for the entire design corridor as described above. Within the 7,000-foot-long and 200-foot-wide corridor, all trees of eight-inch caliper or larger will be located, measured, identified as to species and tagged. Sufficient ground shots will be taken to produce a one-foot-interval contour map of the entire project corridor. All visible utilities, fences, structures and other planimetric features will also be located.
- Provide a topographic survey for the intersection of the proposed Lakeline Boulevard Extension with RM 2243, on the north end of the project corridor. This survey will extend for a distance of 200 feet, east and west, along RM 2243 from the Lakeline design corridor.
- Conduct right-of-way parcel acquisition surveys for what is expected to be seven parcels of land that are anticipated to be needed for the proposed new roadway. The parent tract for each of the affected parcels will be surveyed to the extent necessary to delineate the required section of right-of-way. A separate certified metes and bounds description, with an accompanying sketch, will be generated for each parcel. An overall right-of-way strip map will also be provided. All of these documents will be prepared in a format normally used for recordation and legal transfer of title to properties in Williamson County, Texas. The corners of each right-of-way parcel will be staked in the field.

D. Geotechnical Services

- Determine subgrade conditions beneath the proposed pavements for use in pavement thickness design.
- Provide pavement thickness design recommendations.
- Field investigation includes 30 borings at 7' depth or to top of rock along the general pavement alignment (1 boring every 500 LF of proposed roadway).
Perform laboratory tests (natural water contents, Atterberg limits, and partial gradation analyses) to classify soil strata, evaluate plasticity, and shrink/swell potential of on-site materials. Unconfined compression tests will be conducted on selected intact soil specimens to evaluate the compressive strength of the subsurface strata. Resilient Modulus tests will be performed on both undisturbed samples and remolded samples of the natural shallow soil to determine support characteristics of natural and recompacted subgrade. In addition, soluble sulfate tests will be performed on soil samples to indicate if the phenomenon of sulfate induced heave will be a potential problem if lime stabilized subgrade is to be considered in the pavement design.
- Provide Engineering Report to include:
 - a. General subsurface conditions, discussion of site geology, boring logs with descriptions of strata and laboratory test results, and water levels obtained at the time of drilling;
 - b. Boring location plan;
 - c. Flexible pavement thickness design in accordance with 1993 AASHTO Design Procedures with a mechanistic check, and based on provided traffic loading information; and
 - d. Pavement construction recommendations.

E. Miscellaneous Design

- Establish ROW requirements.
- Develop ROW exhibit.
- Develop engineer's estimate of probable construction cost.
- Develop design exceptions, variances, and waiver report.
- Perform constructability review.

F. Design Schematic Deliverables

- Design Schematic and Schematic Design Report (includes Design Summary Report; design exceptions, variances, and waivers; design calculations; constructability report; drainage report; and engineer's opinion of probable construction cost.
- ROW maps.
- ROW exhibits.

3. **PS&E Development**

This task will include the following activities:

A. Roadway Design Controls

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

B. Drainage Design

- Finalize drainage analysis and design.
- Develop drainage area map (1" = 100'). Delineate drainage area boundaries based on USGS topographic maps, contour maps, and field survey reconnaissance.
- Calculate peak discharges - Determine conveyance paths, channel slopes, time of concentration, and select runoff coefficients/RCN curve numbers, to determine design-year flows.
- Develop hydraulic models of conveyance elements. A model will be developed for proposed drainage structures on Lakeline Boulevard. The ENGINEER will verify cross sections at or near the proposed culverts. The sections will be verified by field survey and aerial topographic details outside the field survey limits.
- Analyze the proposed roadway profile and determine the size of all cross culverts. The number and size of openings for the culverts will be based on the hydraulic analyses.
- The roadway profile will be designed to not be overtopped by the peak flow resulting from a storm event with a 100-year design frequency through the culvert openings. The design storm event will be based on the hydrologic study prepared by the ENGINEER. The proposed improvements will be modeled to create the Post Project Condition Model. The ENGINEER will review the Post Project Condition Model to ensure compliance with Federal, State, and Local regulations.
- Finalize design of street storm sewer system. System shall be sized for ultimate build-out of project with stubs provided to facilitate future construction.
- Finalize design of stormwater detention components sized based on ultimate build-out.
- Generate hydraulic computation sheets for all culverts and storm sewer/inlets.

- Determine the size and location of any necessary drainage easements.
- Prepare Drainage Report – Prepare a drainage report summarizing the findings and recommendations developed in the preliminary drainage study. The report will document all relevant calculations, exhibits and supporting documents including the final drainage design with the proposed locations and sizing of the culverts. The ENGINEER will size each culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TxDOT Hydraulic Manual will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Hydraulic data will be summarized on the culvert layout. Any additional culvert sizing will require a supplemental agreement.
- Develop Culvert Layout sheets for drainage structures in accordance with County standard details and the TxDOT Hydraulic Manual.
- Determine channel and easement grading.
- Prepare drainage plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble applicable State, County and City drainage standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate quantities for drainage items for the project at the 90% submittal.

C. Water Quality

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

D. Storm Water Pollution Prevention Plans (SW3P)

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

- Calculate and tabulate final quantities for SW3P items for the project at the 90% submittal.

E. Signing and Pavement Markings

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

F. Traffic Control Plan (TCP)

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

G. Miscellaneous Roadway Sheets

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

H. PS&E Deliverables

- PS&E for review at 60% submission
 - All roadway plan/profile sheets developed
 - Preliminary cross sections
 - All drainage sheets developed
 - Erosion control sheets
 - TCP sheets
 - Signing and pavement marking layouts

- List of standards
- Preliminary Engineer's Opinion of Probable Construction Cost
- Preliminary list of bid items
- Quantity summary sheets will not be included

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

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

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

4. Bidding Phase Services

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

5. Services Not Included

- Earthwork quantities separated by construction phase.
- Design work for the relocation of utilities.
- Traffic Studies that develop traffic projections.

REFERENCES

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

NOTES

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

Exhibit C

Work Schedule

	December 2010				January 2011				February 2011				March 2011				April 2011				May 2011				June 2011				July 2011				August 2011			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Notice to Proceed	▲																																			
Schematic																																				
30% PS&E																																				
60% PS&E																																				
90% PS&E																																				
100% PS&E																																				
Bidding Phase																																				
Letting																																				▲

**Exhibit D
Fee Schedule
SUMMARY**

Function Code/ Task Number	Task Description	Engineering	Surveying	Fugro	Total
	Design Schematic	\$108,010.00			\$108,010.00
	Geotech			\$46,730.00	\$46,730.00
	Surveying Tasks		\$115,170.00		\$115,170.00
	PS&E	\$411,590.00			\$411,590.00
	Bidding Phase Services	\$10,260.00			\$10,260.00
	TOTAL LABOR	\$529,860.00	\$115,170.00	\$46,730.00	\$691,760.00
	Direct Expenses	\$14,182.50			\$14,182.50
	TOTAL	\$544,042.50	\$115,170.00	\$46,730.00	\$705,942.50

**EXHIBIT D
FEE SCHEDULE
ENGINEERING**

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Eng. Designer	Admin. Asst.	Hours	Total
SCHEMATIC									
	PROJECT MANAGEMENT (SCHEMATIC)								
	Project Coordination		14	48	12		8	82	\$10,970.00
	QA/QC		28	30	6			64	\$9,730.00
	Project Meetings (6 - 3 hours/meeting for 2 staff)			18	18		12	48	\$5,490.00
	Subtotal		42	96	36	0	20	194	\$26,190.00
	GEOMETRIC DEVELOPMENT								
	Establish Design Criteria			16				16	\$2,160.00
	Typical Sections			16		32		48	\$5,360.00
	Create Horizontal/Vertical Alignments			6	6	24		30	\$3,210.00
	Design Schematic		16	8	8	28		52	\$6,680.00
	Preliminary Design Cross Sections			4	4	40		44	\$4,540.00
	Preliminary TCP			8	8	36		44	\$4,680.00
	Design Summary Report (DSR)			20	48		16	84	\$9,900.00
	Subtotal		16	78	48	160	16	318	\$36,530.00
	DRAINAGE								
	Preliminary Drainage Analysis				120	8		128	\$16,400.00
	Drainage Easement Assessment			4	40			44	\$5,740.00
	Drainage Report		16	8	40		12	76	\$9,800.00
	Subtotal		16	12	200	8	12	248	\$31,940.00
	MISCELLANEOUS DESIGN								
	Establish ROW Requirements			16				16	\$2,160.00
	Prepare ROW Exhibits			6	4	24	4	34	\$3,450.00
	Engineer's Estimate of Probable Construction Cost			6	4			10	\$1,330.00
	Design Exceptions, Variances and Waiver Report		10	6	6		4	20	\$2,800.00
	Constructability Review		16	6	6			22	\$3,610.00
	Subtotal		26	40	4	24	8	102	\$13,350.00
	Schematic Total Labor		100	226	288	192	56	862	\$108,010.00

**EXHIBIT D
FEE SCHEDULE
ENGINEERING**

Contract No. _____
Work Authorization No. 1

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Eng. Designer	Admin. Asst.	Hours	Total
PS&E									
	PROJECT MANAGEMENT (PS&E)								
	Project Coordination		48	150			24	222	\$30,090.00
	QA/QC		16	48				64	\$9,280.00
	Project Review Meetings (30%, 60%, 90%)			16	16		10	42	\$4,840.00
	Subtotal		64	214	16	0	34	328	\$44,210.00
	ROADWAY DESIGN CONTROLS								
	Typical Sections	4		16	24	40		80	\$9,280.00
	Roadway Plan & Profile	30	16	100	75	160		351	\$42,050.00
	Grading Details	4		40	20	60		120	\$14,000.00
	Driveway Detail Sheet	2		6	16	24		46	\$5,290.00
	Miscellaneous Roadway Detail Sheet	2		12	40	40		92	\$10,820.00
	Design Cross Sections & Sheets / Earthwork		48	48	60	160		316	\$38,680.00
	Subtotal	42	64	222	235	484	0	1005	\$120,120.00
	DRAINAGE								
	Drainage Area Map	2		8	48	35		91	\$10,820.00
	Hydrologic Calculations (Conveyance and Detention)		24	16	80			120	\$16,760.00
	Miscellaneous Drainage Detail Sheet	2		8	48	32		88	\$10,520.00
	Culvert Layouts	4		8	60	60		128	\$14,880.00
	Hydraulic analysis (Culverts and Storm Sewer)		8	8	80	40		136	\$16,880.00
	Storm Sewer Plan & Profile	15	16	24	32	40		112	\$14,200.00
	Detention Design / Details	4	4	8	24	24		60	\$7,300.00
	Subtotal	27	52	80	372	231	0	735	\$91,360.00

**EXHIBIT D
FEE SCHEDULE
ENGINEERING**

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Eng. Designer	Admin. Asst.	Hours	Total
	SIGNING & STRIPING								
	Signing & Striping	30		24	40	120		184	\$20,440.00
	Sign Detail Sheet	1		16	24	18		58	\$7,080.00
	Subtotal	31	0	40	64	138	0	242	\$27,520.00
	WATER QUALITY								
	Water Quality Design	2		2	32	16		50	\$6,030.00
	Contributing Zone Plan (CZP)			4	32	12	16	64	\$6,860.00
	Subtotal	2	0	6	64	28	16	114	\$12,890.00
	MISCELLANEOUS ROADWAY								
	Title Sheet	1		2	2	12		16	\$1,730.00
	Index	2		4	4	24		32	\$3,460.00
	Project Layout	1		8	16	20		44	\$5,160.00
	Horizontal Alignment Data Sheet	2		8	16	16		40	\$4,760.00
	Compute and Tabulate Quantities/Summary Sheets	8		20	40	128		188	\$20,700.00
	TCP Narrative	2		12	24	8		44	\$5,540.00
	TCP Typical	2		20	12	16		48	\$5,860.00
	TCP Layouts	5	8	20	12	120		160	\$17,660.00
	SW3P Layouts	15		12	12	160		184	\$19,180.00
	Standards	80		12	8	60		80	\$8,660.00
	Construction Estimate		8	12	16			36	\$5,100.00
	General Notes/Specifications			20	40		20	80	\$9,100.00
	Develop Project Manual			12	24	24	24	84	\$8,580.00
	Subtotal	118	16	162	226	588	44	1036	\$115,490.00
	PS&E Total Sheets/Labor	220	196	724	977	1469	94	3460	\$411,590.00

EXHIBIT D
FEE SCHEDULE
ENGINEERING

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Eng. Designer	Admin. Asst.	Hours	Total
Bidding Phase Services									
	BIDDING PHASE SERVICES								
	Issue Addenda and Clarifications			16	16	24	8	64	\$7,120.00
	Pre-Bid Meeting		2			4		6	\$750.00
	Review and Evaluate Bids		2	4	2		4	12	\$1,390.00
	Engineer's Recommendation of Award		2	2	2		2	8	\$1,000.00
	Bidding Phase Services Total	0	6	22	20	28	14	82	\$10,260.00
	Direct Expenses				Number	Rate			
	Mileage @ IRS Approved Rate				1500	\$0.505			\$757.50
	Digital Ortho Plots					\$2.50			\$0.00
	Mylars				200	\$3.75			\$750.00
	Plans Reproduction (30%, 60%, 90%, final, bid) - 20 bid sets				6500	\$0.45			\$2,925.00
	Project Manual - 350 sheets (20 bid sets)				7000	\$0.25			\$1,750.00
	CZP Fee (40 - 100 acres)				1	\$8,000.00			\$8,000.00
	Direct Expenses Subtotal								\$14,182.50
	Total								\$544,042.50

Labor Rates w/overhead and fixed fee \$175.00 \$135.00 \$130.00 \$100.00 \$60.00

**EXHIBIT D
FEE SCHEDULE
GEOTECH**

Func. Code	Task Description	Estimated Quantity	Unit	Rate	Total
	Soil Borings/Pavement Coring				
	Graduate Engineer	72	hour	\$85	\$6,120
	Senior Project Manager	10	hour	\$150	\$1,500
	Mobilization	1	LS	\$300	\$300
	Drilling Soil - Continuous Sampling	210	feet	\$15	\$3,150
	Standard Penetration Tests	64	each	\$20	\$1,280
	Plugging Borings w/ bentonite/grout	210	feet	\$8	\$1,680
	Soil Borings/Pavement Coring Subtotal				\$14,030
	Laboratory Investigation				
	Moisture Contents	24	each	\$15	\$360
	Atterberg Limit Determinations	24	each	\$55	\$1,320
	Partial Gradation Analysis	24	each	\$55	\$1,320
	Unconfined Compressive Strength Tests	24	each	\$55	\$1,320
	Resilient Modulus	6	each	\$450	\$2,700
	Sulfate Tests	8	each	\$85	\$680
	Lime Series	2	each	\$200	\$400
	Laboratory Investigation Subtotal				\$8,100
	Technical Services				
	Graduate Engineer/Geologist	8	hour	\$85	\$680
	Drafting	8	hour	\$65	\$520
	Word Processing	4	hour	\$50	\$200
	Technical Services Subtotal				\$1,400

**EXHIBIT D
FEE SCHEDULE
GEOTECH**

Func. Code	Task Description	Estimated Quantity	Unit	Rate	Total
	Engineering Services				
	Principal Engineer	5	hour	\$160	\$800
	Senior Project Manager	25	hour	\$150	\$3,750
	Graduate Engineer	20	hour	\$85	\$1,700
	Engineering Services Subtotal				\$6,250
	Clearing and Haul-Off of Cuttings (as needed)				
	Senior Project Manager	8	hour	\$150	\$1,200
	Clearing (equipment plus operator/helper)	5	day	\$2,400	\$12,000
	Haul-off 40 CY roll-off container	5	each	\$750	\$3,750
	Clearing and Haul-Off of Cuttings Subtotal				\$16,950
	Geotech Total				\$46,730.00

EXHIBIT D
FEE SCHEDULE
SURVEYING

Contract No. _____
Work Authorization No. 1

Func. Code	Task Description	Sr. Project Manager	3-Man Field Crew	Project Surveyor	Survey Technician	Hours	Total
	Surveying Tasks						
	<u>GPS/Geodetic Control:</u> Conduct a high precision geodetic control survey within the project area. This survey will utilize static GPS observations to import suitable vertical and horizontal survey control into the site. Available City of Leander, CAPCOG, TxDOT and other control in the area will be incorporated into the project control network and the adjusted control network will be referenced to the horizontal and vertical datum specified by the client. <u>Control Densification:</u> Establish inter-visible horizontal control monuments and benchmarks (vertical control stations) throughout the 7,000-foot length of the project for the use of construction contractors and other consultants.	8	48	26	26	108	\$14,260.00
	<u>Centerline Staking:</u> Stake and mark the centerline of the proposed alignment with inter-visible lathes and flagging at 200-foot intervals throughout the length of the project. <u>Right-of-Way Staking:</u> Set lathes at 100-foot-intervals along both right-of-way lines upon request. Fee for right-of-way staking is cost per each time staked/restaked.	16	80	32	32	160	\$22,080.00

**EXHIBIT D
FEE SCHEDULE
SURVEYING**

Contract No. _____
Work Authorization No. 1

Func. Code	Task Description	Sr. Project Manager	3-Man Field Crew	Project Surveyor	Survey Technician	Hours	Total
	Provide a topographic and tree location survey for the entire design corridor as described above. Within the 7,000-foot-long and 200-foot-wide corridor, all trees of eight-inch caliper or larger will be located, measured, identified as to species and tagged. Sufficient ground shots will be taken to produce a one-foot-interval contour map of the entire project corridor. All visible utilities, fences, structures and other planimetric features will also be located.	32	170	60	60	322	\$45,050.00
	Provide a topographic survey for the intersection of the proposed Lakeline Boulevard Extension with RM 2243 on the north end of the project corridor. This survey will extend for a distance of 200 feet, east and west, along RM 2243 from the Lakeline design corridor.						
	Conduct right-of-way parcel acquisition surveys for what is expected to be seven parcels of land that are anticipated to be needed for the proposed new roadway. The parent tract for each of the affected parcels will be surveyed to the extent necessary to delineate the required section of right-of-way. A separate certified metes and bounds description, with an accompanying sketch, will be generated for each parcel. An overall right-of-way map will also be provided. All of these documents will be prepared in a format normally used for recordation and legal transfer of title to properties in Williamson County, Texas. The corners of each right-of-way parcel will be staked in the field.	16	92	92	68	268	\$33,780.00
	Surveying Tasks Total	72	390	210	186	858	\$115,170.00

\$175.00 \$165.00 \$120.00 \$70.00

IH-35 FR Road & Ramps PTF agreement comments letter Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider authorizing the Williamson County Judge to sign the attached letter regarding comments on the Pass-Through Finance Agreement (Contract No. PT2010-006-01) for the IH-35 frontage road & ramps project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [WC IH 35 FR PTF Agreement Comments Lopez](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 12/02/2010 11:30 AM
Final Approval Date: 12/02/2010

December 1, 2010

Carlos A. Lopez, P.E.
District Engineer
Texas Department of Transportation
Austin District
7901 N. IH 35
P.O. Box 15426
Austin, Texas 78761-5426

Re: Williamson County Pass-Through Finance Agreement
Contract No. PT2010-006-01

Dear Mr. Lopez:

Williamson County has reviewed the above-referenced draft agreement for the I-35 frontage road and ramp pass-through finance project. Summarized below are the County's comments and proposed replacement language.

Comment No.	Page(s)	Section	Comment
1	2	3. Scope of Work	<p>"The Developer shall ensure that Department funding for the proposed Project is included in the Department's Unified Transportation Program and Statewide Transportation Improvement Program."</p> <p>How can Williamson County "ensure funding" when the action required must be initiated by TxDOT and approved by the Texas Transportation Commission? We suggest using the word "confirm" rather than "ensure".</p>
2	7	h.	<p>Modify sentence "The number of vehicle-miles traveled on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates, which shall be performed in good faith and shall be conclusive and not subject to litigation in any forum." as follows:</p> <p>"The number of vehicle-miles traveled on the Project during a year will be based on actual traffic data, to the extent the data is available, or if such data is not available the Department's traffic estimates, which shall be performed in</p>

			good faith and shall be conclusive and not subject to litigation in any forum.”
3	7	11. Maintenance	Modify to read “The Department shall be responsible for maintenance of the travel lanes upon issuance of a “Letter of Approval for Payment” pursuant to Paragraph 12.b., and for the remainder of the Project after issuance of a “Letter of Acceptance” pursuant to Paragraph 10.e.”
4	9	15. Termination C	Add to the end of the sentence of 15.c “ provided that such deadline may be extended by mutual agreement of the parties for any reason, including without limitation delays in securing environmental clearance and a deferred commencement of construction pending expiration of the limitation period provided under 23 U.S.C. 139 (l).”
5	10	18.c	Add to the end after repayment “ of the loan or bonds”
6	Attachment B	Scope of Work	<p>The first paragraph states that “any work over the mainlanes of I-35 shall be conducted by or under the oversight of the Department.”</p> <p>We suggest removing “be conducted by” to assure consistency with other sections of the Agreement that clearly state that the Developer (County) has all construction responsibility. In addition, this would be consistent with the County’s current Pass-Through Agreement for the construction of the I-35 turnaround structure at SH 29.</p>
7	Attachment D	Exhibit 2 – General Review Schedule	<p>This table contains asterisks (*)’s after a number of review items. The asterisk footnote states “Review Time may start over if the review of draft documents results in substantial comments.”</p> <p>We have spoken with other entities negotiating PTF Agreements with TxDOT and their Exhibit 2 does not show this note. Why is it included in the Williamson County draft or is the Department’s intent to include this note in <i>all</i> final PTF agreements?</p>
8	Attachment F	Schedule	The proposed schedule to start construction is totally unacceptable. Williamson County has been working on the I-35 frontage road and

			ramp project since the Fall of 2006. TxDOT assured the County that this project (the County's Number 2 Priority after O'Connor Blvd.) would be expedited. Since mid-2009, your office has been trying to help expedite the review by FHWA and USFWS and we appreciate everything the Austin District has done. However, we cannot sign an agreement that delays construction another 12-24 months without some understanding that the schedule will be modified if environmental approvals are received earlier. We would suggest modifying language to Section 13 – Mutual Cooperation.
9	8-9	13. Mutual Cooperation	Add a new sentence at the end that states “ The Department, in conjunction with the Developer, will amend Attachment F – Schedule to reflect an earlier construction start date if environmental approvals are received earlier. ”

Please let me know how you would like to proceed with addressing these comments and concerns. If a meeting is required, Commissioners Birkman and Covey will represent Williamson County. Again, thank you for your help on this important safety project.

Sincerely,

Dan A. Gattis
Williamson County Judge

cc: Commissioner Lisa Birkman, Precinct 1
Commissioner Cynthia Long, Precinct 2
Commissioner Valerie Covey, Precinct 3
Commissioner Ron Morrison, Precinct 4
Hal C. Hawes, Legal Advisor, Office of Williamson County Judge
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver, Prime Strategies, Inc.

Allen Real Estate Contract - RM 2338 (P25)

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with J. Brad Allen and Nancy Allen for right-of-way needed on RM 2338. (P25)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Allen RE Contract RM 2338 P25](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/02/2010 09:32 AM
Final Approval Date: 12/02/2010

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between J. BRAD ALLEN and NANCY ALLEN, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, for the consideration and upon and subject to the terms, provisions, and conditions set forth below, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:

All of that certain 0.220 acre tract of land, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 25) and more particularly shown on the Survey attached hereto as Exhibit "C", and fully incorporated herein for all purposes, together with all and singular the right and appurtenances pertaining to the real property and any improvements and fixtures situated on and attached to the real property; and

Tract Two:

Waterline easement interest in and to that certain 0.160 acre tract of land, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 25WE) and more particularly shown on the Survey attached hereto as Exhibit C, and fully incorporated herein for all purposes,.

Tract One and Tract Two, together with the rights and appurtenances shall be referred to in this Contract as the "Property."

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for Tract One of the Property (described in Exhibit "A") shall be the sum of TEN THOUSAND THREE HUNDRED SEVENTY EIGHT and 00/100 Dollars (\$10,378.00).

2.01.1. The purchase price for the Property interests described as Tract Two (described in Exhibit "B") shall be the sum of TWELVE THOUSAND ONE HUNDRED EIGHTY and 00/100 Dollars (\$12,180.00).

2.01.2. As additional compensation Purchaser shall pay the amount of NINETEEN THOUSAND NINE HUNDRED SEVENTY SEVEN and 00/100 Dollars (\$19,977.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

Out of the total Purchase Price and Additional Compensation amount of \$42,535.00 Purchaser has previously paid the amount of \$38,281.50 in connection with a Possession and Use Agreement for the Property sought herein, leaving a balance of \$4,253.50 now due and owing to Seller at closing.

Payment of Purchase Price and Additional Compensation

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before December 15, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following, and deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District in and to the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.
- (e) The Permitted Exceptions being more particularly described in Exhibit "D", attached hereto and fully incorporated herein for all purposes.

The deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein.

(2) Deliver to Grantee a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's respective interest in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted, at Purchaser's expense;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Brad Allen

Address: _____

Date: _____

Nancy Allen

Address: _____

Date: _____

PURCHASER:

County of Williamson

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

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

EXHIBIT A – Description of 0.220 acre tract

County: Williamson
Parcel No.: 25
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 25

BEING 0.220 of an acre (9,579 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3A of Resubdivision of Lot 2, Block Three, Northlake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded in Document No. 9649794 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Southwest line of Oakland Road, marking the most easterly corner of the above-referenced Lot 3A, being the most northerly corner of Lot 4A, of that said Resubdivision of Lot 2 of Block Three, North Lake, Section E, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen, by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 3A, being the Northwest line of the said Lot 4A, S 49°37'45" W, 773.80 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 441+69.80, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, S 49°37'45" W, 28.28 feet to an iron pin found on the existing Northeast line of RM 2338, marking the most southerly corner of the said Lot 3A, being the most westerly corner of the said Lot 4A, for the most southerly corner hereof;
- 2) THENCE, along the said existing Northeast line of RM 2338, N 45°01'30" W, 348.35 feet to an iron pin with TxDOT aluminum cap set for the most westerly corner of the said Lot 3A, being the most southerly corner of that certain tract of land, called 0.16 of an acre 20-Foot-Dedicated Road Widening as shown on the Plat of Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, for the most westerly corner hereof;
- 3) THENCE, along the Northwest line of the said Lot 3A, N 50°59'45" E, 20.22 feet to an iron pin with TxDOT aluminum cap set marking the most easterly corner of the said 0.16 of an acre 20-Foot-Dedicated Road Widening and the most southerly corner of Lot 1 of the said Castlerock Subdivision;

EXHIBIT B – Description of 0.160 acre tract

County: Williamson
Parcel No.: 25 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 25 (U) EASEMENT

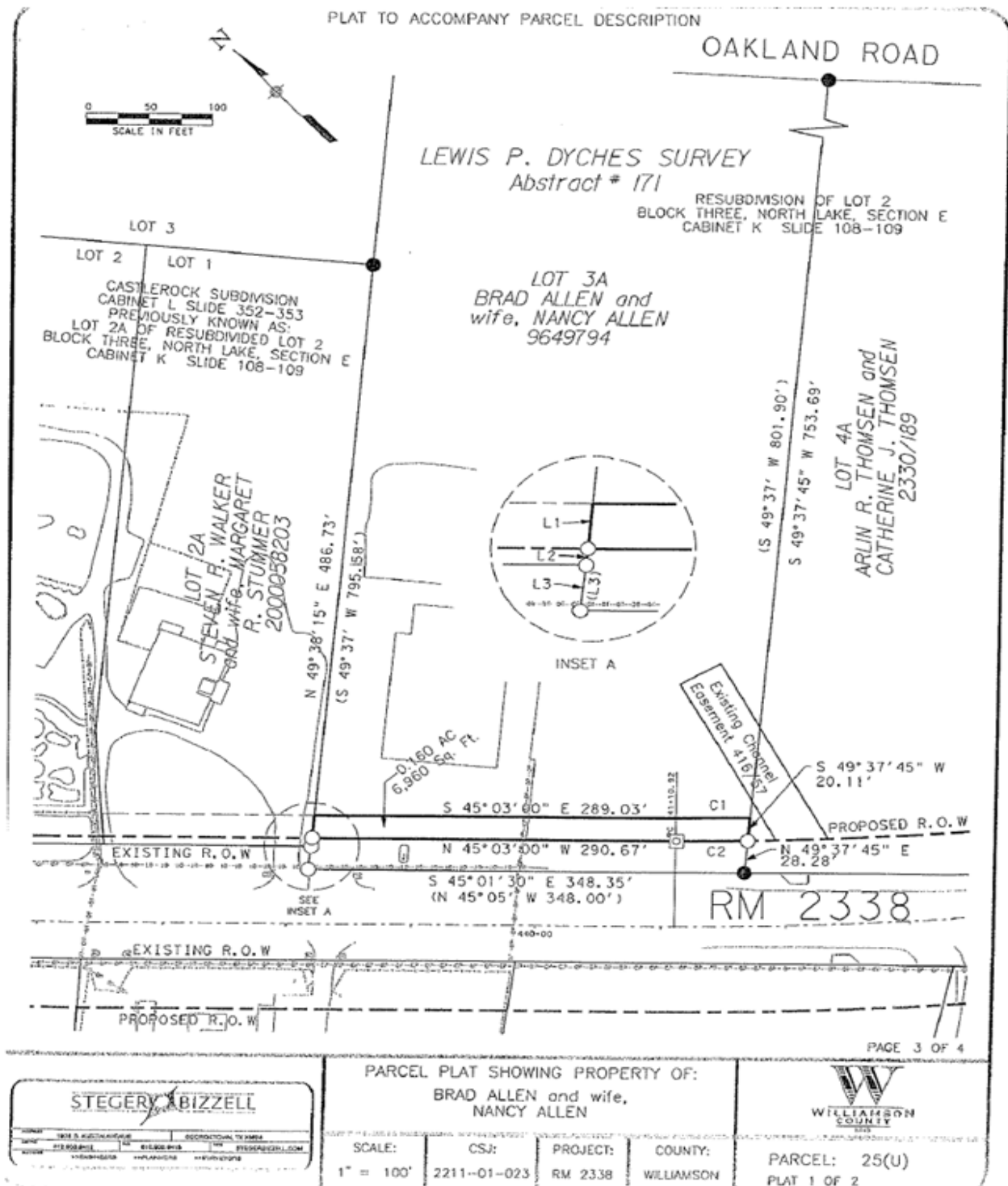
BEING 0.160 of an acre (6,960 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3A of Resubdivision of Lot 2, Block Three, North Lake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded in Document No. 9649794 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Southwest line of Oakland Road, marking the most easterly corner of the above-referenced Lot 3A, being the most northerly corner of Lot 4A, of the said Resubdivision of Lot 2 of Block Three, North Lake, Section E, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 3A, being the Northwest line of the said Lot 4A, S 49°37'45" W, 753.69 feet to a point, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southeast line of Lot 3A, being the said Northwest line of Lot 4A, S 49°37'45" W, 20.11 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 2) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right, having a radius of 2,635.00 feet, a Central Angle of 1°14'42", and Long Chord bears N 45°40'30" W, 57.25 feet an arc distance of 57.25 feet, to TxDOT Type II monument set;
- 3) And N 45°03'00" W, 290.67 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 3A being the Southeast line of Lot 1 of the Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, said Lot 1, being the remainder of that certain tract of land as conveyed to Stephen P. Walker and wife, Margaret R. Stummer by deed recorded in

EXHIBIT C – Survey



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 49°38'15" E	20.07'
L2	N 49°38'15" E	7.33'
L3	N 50°59'45" E	20.22'
(L3)	(S 49°39'30" W)	20.07'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	2615.00'	58.90'	S 45°41'45" E	58.89'	1°17'26"
C2	2635.00'	57.25'	N 45°40'30" W	57.25'	1°14'42"

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

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

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

4/23/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF:
BRAD ALLEN and wife,
NANCY ALLEN



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

PARCEL: 25(U)
PLAT 2 OF 2

EXHIBIT D – Permitted Exceptions

The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Cabinet K, Slide 108, Plat Records; Volume 668, Page 403, Volume 1445, Page 771, Official Records, Williamson County, Texas

- A. A road widening easement 20 feet in width along the front property line, shown on plat recorded in K, Slide 108, Plat Records, Williamson County, Texas.
- B. A portion of a 150-foot sanitary zone traversing subject property, shown on plat recorded in K, Slide 108, Plat Records, Williamson County, Texas.
- C. An easement granted to Pedernales Electric Cooperative, Inc , in instrument recorded in Volume 549, Page 420, Deed Records, Williamson County, Texas.
- D. An easement granted to Pedernales Electric Cooperative, Inc , in instrument recorded in Volume 598, Page 773, Deed Records, Williamson County, Texas.
- E. An easement granted to Chisholm Trail Water Supply Corp., in instrument recorded in Volume 876, Page 552, Deed Records, Williamson County, Texas
- F. An easement granted to Chisholm Trail Water Supply Corp., in instrument recorded in Volume 1061, Page 839, Official Records, Williamson County, Texas.
- G. An undivided 1/32 interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 535, Page 399, Deed Records, Williamson County, Texas Title to said mineral interest has not been traced further
- H. Terms, conditions and stipulations of any and all lease agreements, amendments and supplements thereto existing with the rights of tenants in possession, whether written or oral, recorded or unrecorded
- I. Rights of parties in possession (Owner's Policy only)
- J. Subject to any and all visible and or apparent easements and roadways, public or private, over, under or across subject property which a survey or physical inspection may disclose.

EXHIBIT E – Special Warranty Deed Form

SPECIAL WARRANTY DEED

RM 2338 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BRAD ALLEN and NANCY ALLEN, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.220 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 25) and more particularly shown on the Survey attached hereto as Exhibit B and fully incorporated herein for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements and the Permitted Exceptions shown on Exhibit C, attached hereto and fully incorporated herein for all purposes.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2010.

GRANTOR:

Brad Allen

Nancy Allen

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

EXHIBIT F – Water Line Easement Agreement

WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §
§

DATE: SEPTEMBER 21, 2010

GRANTOR: J. BRAD ALLEN and wife, NANCY ALLEN

GRANTOR'S MAILING ADDRESS: P.O. Box 953,
Stephenville, Texas 76401

GRANTEE: **CHISHOLM TRAIL SPECIAL UTILITY DISTRICT**, a conservation and reclamation district of the State of Texas

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

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

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants and conveys to Grantee a permanent easement and right-of-way (the “Water Line Easement”) in, under, upon, and over the Water Line Easement Tract (hereinafter defined), together with all rights and appurtenances described in this Water Line Easement, to have and hold to Grantee and Grantee’s successors and assigns forever.

(1) Easement Purpose: The Water Line Easement and rights and privileges herein granted shall be used for the purposes of accessing, excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the Project (as hereinafter defined), or any part of the Project, and making connections therewith.

(2) Rights Retained by Grantor: This Easement is subject to the right of Grantor, and Grantor’s heirs, successors, legal representatives, and assigns, to use, occupy and enjoy the surface of the Water Line Easement Tract for all purposes that do not interfere with Grantee’s use and enjoyment of, or damage any of Grantee’s facilities located within, the Waterline Easement Tract. Grantor’s right to use, occupy and enjoy the surface of the Water Line Easement Tract

shall include but not be limited to, the construction of roads, driveways, curbs, sidewalks, fences, light poles; provided, however, (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained within the Water Line Easement Tract; (2) other than as allowed below, no subsurface utilities of any kind shall be located within the Waterline Easement Tract; and (3) no structure shall be located or placed in or on the Waterline Easement Tract that may endanger or may interfere with the safe, efficient, or convenient operation, or maintenance of the Project or the rights of ingress and egress granted herein. Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method.

(3) Obligations of Grantee. Grantee agrees that upon completion of initial construction of the Project facilities, all surplus excavation, debris, trash, or litter resulting from construction shall be cleaned up and disposed of off the premises, within thirty (30) days of final completion of construction. Grantee at all times after completing any work in connection with the construction will restore the surface of said property, as nearly as practicable, to the condition in which said property was found immediately before such work was undertaken, including replacing, patching or repairing, with same or better quality, all or any portion of the damaged cement curbs, parking lot, or other authorized improvements within the Water Line Easement Tract; however, Grantor understands and agrees that vegetation cleared from said property will not be replaced. Grantee shall not be liable or responsible for damage it causes to unauthorized improvements constructed by Grantor or any other person within the Water Line Easement Tract. Grantee shall provide prior notice to Grantor before Grantee intentionally damages any unauthorized improvements within the Water Line Easement Tract, but Grantor acknowledges that no such notice shall be given in circumstances which require Grantee to immediately access, maintain, repair, or replace its facilities within the Water Line Easement Tract, or to otherwise exercise its rights hereunder, as determined in Grantee's discretion.

(4) Designation of Course: The "Water Line Easement Tract" is more particularly described as follows:

All of that certain 0.160 acre of land, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 25E) and as more particularly shown on the survey attached hereto as Exhibit B and fully incorporated herein for all purposes.

(5) Project: For purposes of this instrument, the "Project" shall be defined to include multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and water system communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement and shall be located solely within the boundaries of the Water Line Easement Tract.

(6) Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (i) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (ii) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions located in the boundaries of the Water Line Easement Tract, which may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (iii) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances. In the event Grantee permanently abandons the water supply lines, service lines or associated appurtenances, title to the abandoned lines and appurtenances shall pass to Grantor, and Grantor may take any action with regard to the abandoned lines and appurtenances as Grantor deems appropriate in order to remove the lines and appurtenances from the Water Line Easement Tract. Prior to removal of any lines or facilities, Grantor shall obtain written confirmation from Grantee that the facilities have been permanently abandoned by Grantee.

(7) Burial of Water Lines. All water supply lines and service lines shall be buried. Except for a flush valve located on the Water Line Easement Tract, no facilities or appurtenances shall be located above ground. Meter boxes and other Project appurtenances may be at surface grade.

(8) Condition of Easement Tract: Grantee shall not leave, bury, or burn trash or other debris upon the Water Line Easement Tract.

(9) Grantee's Compliance with Law: Grantee shall at all times comply with the provisions of all applicable federal, state, and local environmental, health, and safety laws, codes, and ordinances, and all rules and regulations promulgated thereunder.

(10) Entire Agreement: This Water Line Easement constitutes the entire agreement between Grantor and Grantee, and no covenant or agreement not herein expressed shall be valid unless in writing and signed by the parties to this Water Line Easement.

(11) Binding Effect: All of the provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

(12) Notices: Any notice required by or permitted under this Agreement must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by

regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received.

Any notice required shall be sent in writing as follows:

Notice to Grantor:

J. Brad Allen
P.O. Box 953
Stephenville, Texas 76401

Notice to Grantee:

Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 76527

Grantee's obligation to provide notice hereunder shall terminate in the event Grantor conveys fee ownership of the real property in which the Water Line Easement Tract is located to any other person or entity.

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

(14) Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by Grantee, and authorized in an Easement Agreement by Grantor. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of Grantee's waterline constructed hereunder., the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

(15) Release: Grantee agrees to release and hold harmless Grantor from and against any claims, demands, actions, causes of action, costs, expenses and liabilities arising solely and exclusively out of the actions taken by Grantee, or its authorized agents, representatives and contractors, and for which Grantee is solely responsible under Texas law. This provision shall not be construed to obligate Grantee to indemnify or defend Grantor in any manner whatsoever, and Grantee expressly disclaims any such responsibility. Nor shall this provision be construed to release Grantor for any claims, demands, actions, causes of action, costs, expenses and liabilities arising out of the actions of Grantor or from any breach of Grantor's obligations under this Water Line Easement. Instead, this provision is intended only to provide that Grantee shall not prosecute any claim against Grantor for any claims, demands, actions, causes of action, costs, expenses and liabilities arising solely and exclusively out of the actions taken by Grantee, or its authorized agents, representatives and contractors under this Water Line Easement for which Grantee is solely responsible under the laws of the State of Texas.

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

(17) Covenant of Grantor: Based upon Grantor's information and belief, Grantor covenants that Grantor is the owner of the Water Line Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

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

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

GRANTOR:

J. Brad Allen

Nancy Allen

GRANTEE:

Chisholm Trail Special Utility District

By: _____

(printed name and title)

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by J. Brad Allen and Nancy Allen, in the capacity and for the purposes and consideration
recited herein.

(Seal and Expiration)

Notary Public, State of Texas

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by _____, _____ of Chisholm
Trail Special Utility District, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

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

EXHIBIT A

County: Williamson
Parcel No.: 25 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 25 (U) EASEMENT

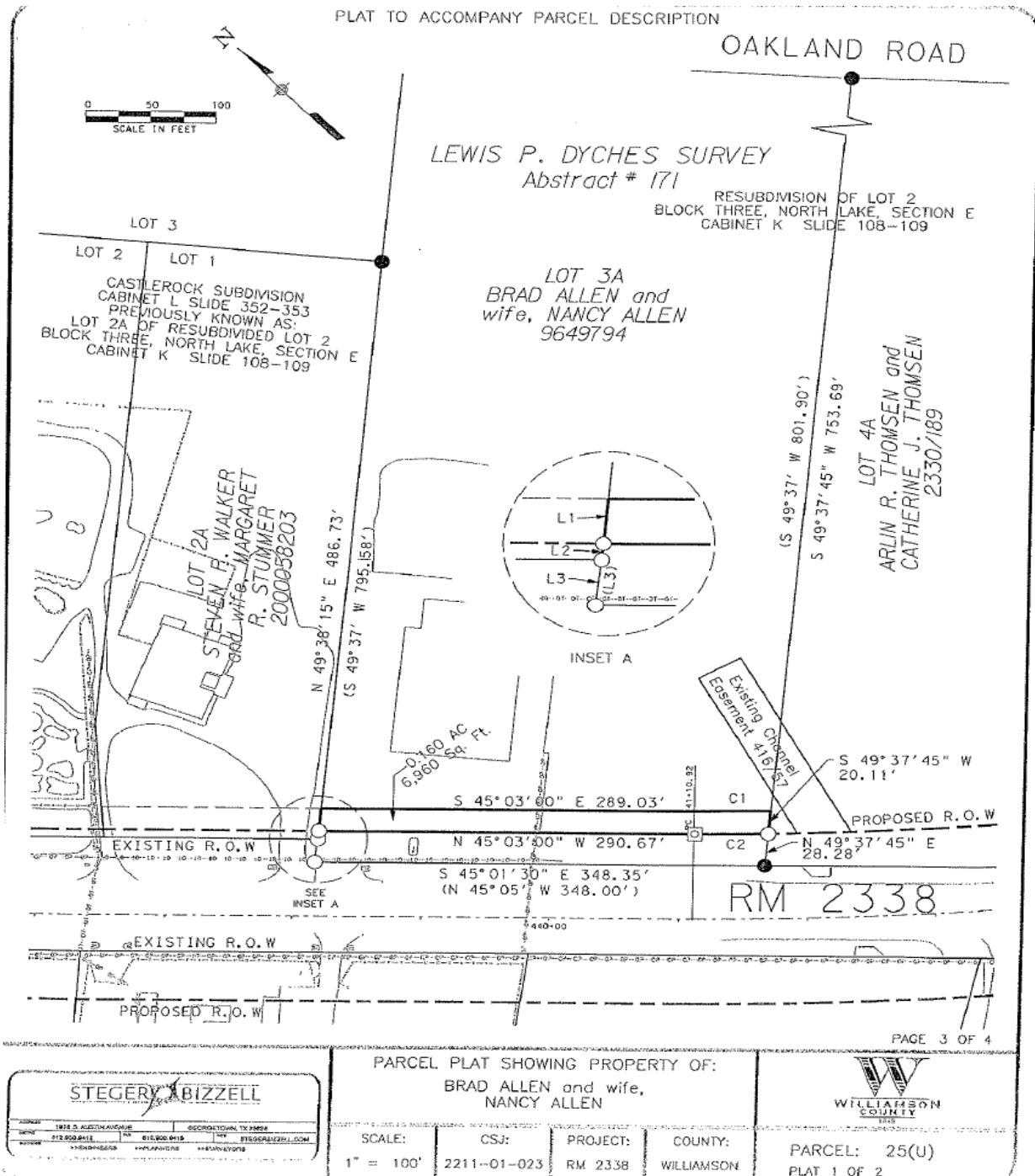
BEING 0.160 of an acre (6,960 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3A of Resubdivision of Lot 2, Block Three, North Lake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded in Document No. 9649794 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Southwest line of Oakland Road, marking the most easterly corner of the above-referenced Lot 3A, being the most northerly corner of Lot 4A, of the said Resubdivision of Lot 2 of Block Three, North Lake, Section E, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 3A, being the Northwest line of the said Lot 4A, S 49°37'45" W, 753.69 feet to a point, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southeast line of Lot 3A, being the said Northwest line of Lot 4A, S 49°37'45" W, 20.11 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 2) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right, having a radius of 2,635.00 feet, a Central Angle of 1°14'42", and Long Chord bears N 45°40'30" W, 57.25 feet an arc distance of 57.25 feet, to TxDOT Type II monument set;
- 3) And N 45°03'00" W, 290.67 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 3A being the Southeast line of Lot 1 of the Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, said Lot 1, being the remainder of that certain tract of land as conveyed to Stephen P. Walker and wife, Margaret R. Stummer by deed recorded in

EXHIBIT B



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 49°38'15" E	20.07'
L2	N 49°38'15" E	7.33'
L3	N 50°59'45" E	20.22'
(L3)	(S 49°39'30" W)	20.07'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	2615.00'	58.90'	S 45°41'45" E	58.89'	1°17'26"
C2	2635.00'	57.25'	N 45°40'30" W	57.25'	1°14'42"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

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

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

4/23/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF:
BRAD ALLEN and wife,
NANCY ALLEN



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

PARCEL: 25(U)
PLAT 2 OF 2

Performance Monitoring Tool

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Hal Hawes, County Attorney
Submitted For: Hal Hawes
Department: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on a modification to the Inter-Governmental Services Agreement (IGSA) between ICE and Williamson County which incorporates the Performance Monitoring Tool being used at the T. Don Hutto Facility.

Background

The Performance Monitoring Tool (PMT) for the Hutto IGSA was revised a few months ago and is being used instead of the PMT that is described in the IGSA. As a result of this, the attached modification revises the IGSA to incorporate the PMT that is being used for TDHRC.

The PMT in the current IGSA was based on detention services using the 2008 Performance Based Nation Detention Standards (PBNDS). Hutto is using the Family Residential Standards as modified for its current population. As such, the PMT needed to be revised to conform to the standards applied at the T. Don Hutto Facility.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Performance Monitoring Tool](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 11/24/2010 08:50 PM
 Final Approval Date: 11/29/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536		CODE ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(x)		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: <<Enter Contract Specialist>> Washington DC 20536	
CODE 0769300490000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002	
				10B. DATED (SEE ITEM 13) 01/28/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076930049

The purpose of this no cost modification is to replace the Performance Monitoring Tool (PMT) under Attachment (3) Quality Assurance Surveillance Plan (QASP) with the Attached PMT.
Period of Performance: 02/01/2010 to 01/31/2015

Except as modified herein, all other terms and condition of DROIGSA-10-0002 remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

Frequency				Residential Standard	Rating A/D/NO	Corrective Action Required / Comments	Due Date
1. Admission and Release							
D	W	M	Q				
		X		ICE information is available for initial placement			
		X		Medical screening takes place within timeframes			
		X		Resident's personal effects are inventoried			
		X		Resident funds accountability in place for admin/release			
		X		All searches are completed according to policy and are documented.			
		X		Appropriate clothing and bedding are issued; Residents are allowed to retain personal clothing including undergarments.			
		X		Orientation material is provided in English, Spanish or most prevalent second language. All orientations are conducted in person.			
2. Contraband							
D	W	M	Q				
			X	Policy is in place for handling of contraband			
X				Contraband is disposed of properly and documented			
X				Facility staff make a concerted effort to control contraband			
3. Correspondence and Other Mail							
D	W	M	Q				
		X		Incoming mail is screened, but not read, and delivered daily			
		X		Outgoing mail is screened for contraband			
		X		Legal mail is opened in front of the resident			



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

		X		Incoming funds are processed properly			
	X			Rules for correspondence and other mail are posted in living or common areas and the resident handbook			
		X		Facility has a system for residents to purchase stamps			
4. Resident Handbook							
D	W	M	Q				
		X		Staff are aware of handbook contents and follow procedures			
		X		Available in both English and Spanish and/or second most prevalent language			
			X	Handbook is updated as necessary			
		X		Orientation materials are available to residents with limited reading ability			
5. Resident Files							
D	W	M	Q				
		X		Files are created for each new arrival			
		X		Resident files contain documents generated during custody			
		X		Resident files maintained in a secure area			
DA6. Disciplinary and Behavior Management Policy							
D	W	M	Q				
		X		Rules of conduct/sanctions provided in writing			
		X		Incident reports are investigated within 24 hours			
		X		Disciplinary panel adjudicates infractions			
		X		Disciplinary sanctions are in accordance with Standards			
		X		Staff representation is available			
7. Emergency Plans							



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

			X	Staff are positioned in or immediately adjacent to resident living areas to permit them to see or hear and respond promptly to emergency			
X				Tools being taken into the secure area of the facility are inspected and inventoried			
11. Food Service							
D	W	M	Q				
	X			Appropriate safety measures for sharps are in place			
		X		Appropriate food temperatures are maintained for both hot and cold food			
	X			Food Service department is maintained at a high level of sanitation			
		X		Residents receive safety and appropriate equipment training prior to beginning work in department			
		X		A minimum of two hot meals is served daily and special needs are accommodated			
			X	Facility has a standard 35 day cycle menu			
			X	A registered dietician conducts nutritional analysis			
		X		All menu changes are documented			
			X	Common fare menu is available for authorized residents			
		X		Weekly inspections are conducted and documented			
12. Funds and Personal Property							
D	W	M	Q				
		X		Inventory of personal property/funds is maintained			
		X		Funds/valuables documented on receipt			
		X		Residents property searched for contraband			



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

	X			Staff forward arriving residents medication to medical staff			
		X		Resident funds are deposited into the cash box			
		X		Staff secure every container used to store property with a tamper-proof numbered strap			
			X	Quarterly audits of resident baggage & luggage are conducted, verified, and logged			
13. Resident Grievance Procedures							
D	W	M	Q				
			X	Grievance procedures in place			
		X		Staff awareness of procedures for emergency grievances			
		X		Grievance log is utilized			
		X		Staff forward any grievances alleging staff misconduct to ICE			
		X		Informal resolution to a resident grievance documented in resident file			
14. Hold Area in Resident Facilities							
D	W	M	Q				
		X		All residents are searched upon admission, in accordance with the FRS			
		X		Residents are not kept in holding areas longer than 12 hours.			
		X		Maintain location log for each resident in holding areas(Resident activity log)			
		X		Written evacuation plan posted for each hold room			
		X		Hold area contain sufficient seating for the number of residents held			
		X		Residents are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items			



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

		X		Staff closely supervises the residential holding area . Holding areas are irregularly monitored. Holding room doors are not locked.			
15. Hunger Strikes							
D	W	M	Q				
		X		Procedures for referring resident to medical if verbally refused or observed refusing to eat beyond 72 hours			
		X		Staff receive training in identification of hunger strike			
		X		Process for determining reason for hunger strike			
16. Key and Lock Control							
D	W	M	Q				
		X		Maintain inventories of all keys/locks/locking devices			
		X		Emergency keys are available for all areas of the facility			
		X		Chit system used to issue security equip./keys/radios			
		X		Policy regarding restricted keys present and followed by staff			
		X		Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
		X		Locks and locking devices are continually inspected, maintained, and inventoried			
17. Access to Legal Material							
D	W	M	Q				
		X		Adequate equipment is available for residents			
		X		Legal /law library materials are current and available for residents.			



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

		X		Denials documented			
		X		Schedule for use implemented 5 hours weekly per resident			
		X		Access to legal material within 24 hours of written request			
		X		Indigent residents provided free stamps/envelopes for legal matters			
18. Group Presentations on Legal Rights							
D	W	M	Q				
			X	ICE/DRO approved videos played for all incoming residents			
		X		Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
		X		Facility ensures adequate presentations so all residents wanting to attend have the opportunity			
19. Marriage Requests							
D	W	M	Q				
			X	Written marriage requests approved by FOD			
20. Medical Care							
D	W	M	Q				
		X		Intake process includes medical and mental health screening			
		X		Sick call procedures established			
		X		Adequate medical staff are available proportionate to the population			
		X		Pharmaceuticals are stored in a secure area			
		X		All residents receive physical examination/assessment within 14 days of arrival. All minor residents physical examination/assessment within 48 hours of arrival.			



**U.S. Immigration
and Customs
Enforcement**

**Detention and Removal Operations
Performance Monitoring Tool
Hutto**

		X		Sick call slips are available in English, Spanish and/or most prevalent second language			
			X	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
		X		Medical records are available and transferred with the resident			
		X		Records are maintained of medication distribution			
		X		All sharps are under strict control and accountability			
		X		A sharps container is used to dispose of used sharps			
X				The medical department is maintained at a high level of sanitation			
21. Personal Hygiene							
D	W	M	Q				
		X		Clothing provided upon intake and exchanged weekly			
		X		Sheets and towels exchanged weekly			
		X		Climate appropriate clothing issued and maintained in good repair			
		X		Facility provides and replenishes personal hygiene items as needed, at no cost to resident			
		X		Showers operate between 100 degrees and 120 degrees			
		X		Showers meet ADA standards and requirements			
		X		Food Service resident volunteers exchange garments daily			
22. Residential Census							



Detention and Removal Operations Performance Monitoring Tool Hutto

[illegible]



**U.S. Immigration
and Customs
Enforcement**

**Detention and Removal Operations
Performance Monitoring Tool
Hutto**

		X		Where cover is not provided to mitigate inclement weather, residents are provided weather-appropriate equipment and attire			
24. Religious Practices							
D	W	M	Q				
		X		Residents are allowed to engage in religious services			
		X		Authorized religious items are allowed in resident possession			
25. Staff-Resident Communication							
D	W	M	Q				
	X	X		Housing unit rounds conducted daily by staff			
	X	X		Housing unit rounds conducted daily by Deportation Staff			
		X		Resident requests answered within 72 hours			
		X		ICE visit schedules are posted in housing unit			
		X		Request forms are available to residents			
		X		There is a secure box available for residents to place requests in for ICE staff that is checked on a daily basis			
		X		Unannounced ICE staff housing unit visits occur weekly			
	X			Visiting staff observe, document and communicate current climate and conditions of confinement			
26. Suicide Prevention and Intervention							
D	W	M	Q				
			X	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			



**U.S. Immigration
and Customs
Enforcement**

**Detention and Removal Operations
Performance Monitoring Tool
Hutto**

			X	Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
			X	The facility has a designated and approved isolation room for evaluation and treatment			
	X			Staff observes and documents the status of a suicide-watch resident at least once every 15 minutes			
27. Telephone Access							
D	W	M	Q				
		X		Upon intake, residents are made aware of phone policies			
	X			Out of order phones reported to service provider			
	X			Telephones inspected regularly by staff			
		X		Telephone access rules posted in each housing unit			
		X		The number for the ICE OIG is posted in housing units			
		X		The pro bono list is posted in housing units			
		X		Emergency phone call messages delivered to residents			
		X		Special access calls are available to residents			
		X		Notification of telephone monitoring posted by unit phones where applicable			
28. Terminal Illness, Advanced Directives, and Death							
D	W	M	Q				
			X	Residents who are chronically or terminally ill are transferred to an appropriate off-site facility			
			X	The facility has written plans for addressing organ donations			



**U.S. Immigration
and Customs
Enforcement**

**Detention and Removal Operations
Performance Monitoring Tool
Hutto**

			X	There is a policy addressing Do Not Resuscitate Orders			
			X	The facility has written procedures detailing the proper notifications			
29. Tool Control							
D	W	M	Q				
		X		Tool inventories conducted as specified			
			X	Tools marked and readily identifiable			
			X	Procedures for issuance of tools to staff and residents			
		X		Inventory made of all tools by contractors prior to enter and exit			
			X	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
		X		A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
			X	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
			X	Department heads are responsible for implementing proper tool control procedures as described in the standard			
30. Resident Transfer							
D	W	M	Q				
		X		Resident provided with resident transfer notification form			
		X		Health records/transfer summary accompany resident			
		X		Funds and personal property accompany resident			
		X		A-File/work folder accompany resident			



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

31. Transportation (Land Transportation)															
D	W	M	Q												
		X		Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review											
		X		Officers use a checklist during every vehicle inspection											
		X		Transporting officers limit driving time to 10 hours in any 15 hour period when transporting residents											
		X		Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting residents											
			X	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles											
		X		Vehicles have 2 way radios, cellular telephones and equipment bags in accordance with the FRS of Transportation and CCA policy 9-101 Transportation Procedures											
			X	Vehicles have written contingency plans on board											
32. Use of Force/Immediate Crisis Intervention															
D	W	M	Q												
			X	Policy governing immediate/calculated use of force											
		X		All use of force incidents documented and reviewed											
			X	Video tapes of incidents preserved/catalogued for 2 1/2 yrs											
		X		Resident is seen by medical immediately after incident											



U.S. Immigration and Customs Enforcement

Detention and Removal Operations Performance Monitoring Tool Hutto

			X	Facility subscribes to prescribed confrontation avoidance procedures			
			X	Staff trained in use of force techniques			
			X	4 point restraints are never used			
		X		Medical staff consulted prior to calculated use of force incidents			
33. Visitation							
D	W	M	Q				
		X		Written visitation schedule posted and accessible to the public			
		X		General visitation log book maintained			
		X		Visitor dress code enforced			
		X		Legal visitation available 7 days a week			
		X		Facility complies with visitation schedule			
		X		Visitors are searched and identified per Standards			
		X		Current list of Pro Bono services posted in resident housing			
34. Voluntary Work Program							
D	W	M	Q				
			X	Facility has a voluntary work program			
			X	Facility maintains a written chart with work assignments			
		X		Facility complies with work hour and pay requirements for residents			
		X		Residents are medically screened to participate			
		X		Residents receive proper training and safety equipment			
	X			Resident housekeeping meets standards for neatness, cleanliness and sanitation			



**U.S. Immigration
and Customs
Enforcement**

Additional Findings:

**Detention and Removal Operations
Performance Monitoring Tool
Hutto**

Fill sequencing at County Landfill Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding the fill sequencing of the Williamson County landfill.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Landfill filling sequence](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	12/02/2010 10:12 AM	APRV
4	Nickey Lawrence (Originator)	Wendy Coco	12/03/2010 02:22 PM	APRV
Form Started By: Nickey Lawrence			Started On: 12/02/2010 10:02 AM	
Final Approval Date: 12/03/2010				

Insurance**Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on the approval of physician's liability insurance coverage for the Jail doctor

Background

The court previously approved a cap of \$10K for physician's liability insurance. Upon receipt of three quotes, we are recommending option #2 with a premium of \$12,123.40. Low quote was \$10,858.19 and high quote was \$26,542.23.

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: Ashlie Koenig Started On: 12/02/2010 11:50 AM
 Final Approval Date: 12/02/2010

OEM Unpaid Internship Commissioners Court - Regular Session

Date: 12/07/2010
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 approval of an unpaid internship for the Office of Emergency Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Tomasek Started On: 12/02/2010 11:50 AM
Final Approval Date: 12/02/2010

Engagement of Cornell, Smith, & Mierl, L.L.P. Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Hal Hawes, County Judge
Submitted For: Hal Hawes
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding employment of the law firm of CORNELL, SMITH, & MIERL, L.L.P. to represent Williamson County in relation to Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

Background

See Engagement Letter enclosed.

Fiscal Impact

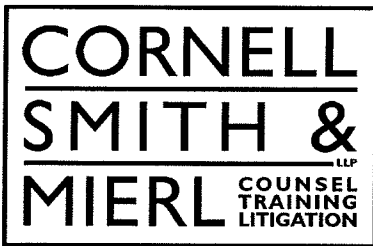
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Mierl Engagement Letter](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 12/02/2010 10:40 AM
 Final Approval Date: 12/02/2010



REPRESENTING EMPLOYERS

CONNIE CORNELL
EDWARD M. "TED" SMITH
STEVEN MIERL
BETSY CHESTNEY
CANDACE NEWELL LAMBDIN

ENGAGEMENT LETTER

TO: Hon. Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 Main St., Suite 101
Georgetown, Texas 78626

FROM: Steven Mierl

DATE: December 2, 2010

RE: Engagement of Legal Services re EMS matter

Thank you for employing Cornell Smith & Mierl, LLP (the "Firm") to represent Williamson County (the "Client") as legal counsel in connection with the following described matters. This letter sets forth our mutual understanding of such representation.

ENGAGEMENT

The Firm and the Client agree that the Firm is engaged to represent Client as legal counsel in connection with defending the pending lawsuit styled Civil Action No. 1:10-cv-869-LY; *Heather Clark, David Claxton & David M. Compton v. Williamson County*; In the United States District Court for the Western District of Texas, Austin Division (the "EMS matter"). In the event that the Client wishes to engage the Firm for another purpose, then we will confirm that purpose by letter sent to the Client and such engagement will also be governed by the terms of this letter.

The Client should expect high quality, responsive legal representation from the Firm. If the Client has any experience that does not meet its expectations, you agree that the Client will let us know immediately so that we can address the problem.

CORNELL SMITH & MIERL, L.L.P.

Honorable Dan A. Gattis
December 2, 2010
Page 2

We have been engaged solely to represent the Client. Our advice to the Client may involve matters that adversely affect the interests of such individuals, and our advice may conflict with the interests of such individuals. In all such instances, however, our sole client is the Client and the only duty we owe is to the Client.

Due to the nature of this engagement we have not required a retainer. In the event a retainer is required and mutually agreed upon by the parties, all billings, as described below shall be applied to the retainer funds, and accounted for monthly. In the event that the said retained is exhausted in the course of the representation, Client agrees to refund the account to its designated level. In the event there are funds remaining in the account at the termination of the representation, all unused funds shall be returned to the client within 30 days. All unearned funds in our retainer accounts are subject to the state's mandatory IOLTA program where interest earned, if any, is paid to the State Bar to fund indigent services in Texas.

DISCLAIMER OF GUARANTEE

As you know, it is impossible to predict the result or success of any engagement. Nothing in this agreement and nothing in any attorney's statement to the Client will be construed as a promise or guarantee about the outcome of any legal matter. The Firm makes no such promises or guarantees.

BILLING AND FEES

We are not able to predict with certainty the amount of effort that will be required to accomplish a specific task. It is not unusual for unexpected events to arise that materially affect the amount of legal work required.

Each attorney assigned to this matter will keep records of the time expended in this representation, including preparation and review of documents, correspondence, telephone and office conferences, legal research, and any other time which, in our professional judgment, must be spent in the performance of our representation. This occasionally may include conferences with various attorneys

CORNELL SMITH & MIERL, L.L.P.

Honorable Dan A. Gattis

December 2, 2010

Page 3

within the Firm who have background, knowledge and experience in certain aspects of this representation.

At the present time, we anticipate that Steven Mierl will provide the primary legal services covered by this letter. However, future circumstances may involve the services of other attorneys in the Firm. The hourly rates for these lawyers range from \$225.00 to \$275.00 per hour. The quoted rates are discounted from our current rates of \$275.00 to \$325.00 per hour. The rates will be periodically reviewed, generally on an annual basis, and are subject to adjustment with prior notice being provided to the Client not later than June 30th of each year, with any agreed change in rate to occur on October 1 of that year. Mr. Mierl's current hourly rate is \$325.00, but is discounted here to \$250.00 per hour. Mr. Mierl's associate attorney, Betsey Chestney will also work on this matter under the direction of Mr. Mierl. Ms. Chestney's rate shall be discounted to \$200.00 per hour for this matter.

In accordance with the Firm's normal billing procedures, we will submit invoices to the Client on a monthly basis which will include a detailed statement of services rendered and expenses incurred. Statements are due and payable upon receipt. Any statements not paid within 30 days of the date of the statement will be past due and may necessitate the Firm's discontinuing work on pending matters until payment is received. Continued delinquency will result in termination of the engagement.

The Client will pay all third-party costs and expenses incurred by the Firm, if any, in connection with the representation of the Client, including, without limitation, filing fees, transcripts, deposition fees, fees of accountants, expenses of delivery, copying and similar service. If requested by the Firm, the Client will pay directly to vendors their normal costs and expenses incurred on its behalf. In the event the Client requires that the Firm utilize a specific vendor, the Client will make payments direct to such vendor.

The Client has the right to terminate, in writing, our representation at any time. In the event of termination of this engagement by either party, all fees and

CORNELL SMITH & MIERL, L.L.P.

Honorable Dan A. Gattis

December 2, 2010

Page 4

expenses incurred on the Client's behalf, whether billed or unbilled, shall (to the extent not already billed, due and payable) be immediately due and payable. The Firm will apply any remaining retainer against all fees and expenses incurred on the Client's behalf, whether billed or unbilled, and will thereafter account to the Client as to any unused retainer held by the Firm.

INFORMATION FROM THE CLIENT

The Firm will not be responsible for independently verifying the truth and accuracy of information supplied by or on behalf of the Client to the Firm. The Client's delivery of such information to the Firm constitutes a warranty of its accuracy and completeness. In addition, the Client understands that the Firm will be relying on the Client to review for correctness all applications and other communications drafted by the Firm that will or could be submitted to regulatory authorities or be reviewed by examiners or other third parties.

CLIENT CONTACT

The Firm's contact with the Client for this engagement will be the Hon. Dan Gattis, and the Firm will act only pursuant to instructions received from such individual and shall be obligated to provide information and advice only to such individual unless otherwise directed in writing by such individual.

E-MAIL COMMUNICATIONS

The Client recognizes that electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communications being misspent. Nonetheless, for efficiency purposes, the Client authorizes the Firm to transmit information, including information of a confidential nature, to the Client by e-mail.

DOCUMENT RETENTION

We will retain all documents you furnish us in our client files for this matter. At the conclusion of this matter, it will be the Client's obligation to advise us

CORNELL SMITH & MIERL, L.L.P.

Honorable Dan A. Gattis
December 2, 2010
Page 5

which, if any, of the documents in our files are to be returned to the Client. We may keep copies for our records to the extent we deem advisable. We will retain any remaining documents in our files for a limited period of time and ultimately will destroy them in accordance with our retention program then in effect. Please note that all of the Firm's work product is the property of the Firm.

CONFLICTS OF INTEREST

As of the date of this letter, the Firm has conducted a search of its other client relationships in order to determine whether this representation would create a conflict of interest in connection with any other attorney-client relationships of the Firm. Notwithstanding that fact, issues involving the legal affairs of other Firm clients, while not perceived to be present now, could arise such that the interests of other Firm clients and the Client may become adverse at a future date. In the event this occurs, the Firm could not represent the Client in a matter adverse to another Firm client, and the Client would be required to retain new counsel to represent its interests in such matter. In such event, the Firm will spend sufficient time with replacement counsel to educate them in relation to the status of the engagement, to the extent of the Firm's involvement, at no cost or expense to the Client.

COMPLAINT TO STATE BAR

The State Bar of Texas requires we advise the Client as follows:

"The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

GOVERNING LAW; COMPLETE AGREEMENT

This engagement letter, and the relationship between the Client and the Firm (including any dispute), shall be governed by the laws of the State of Texas. This

CORNELL SMITH & MIERL, L.L.P.

Honorable Dan A. Gattis
December 2, 2010
Page 6

engagement letter contains the entire agreement between the Client and the Firm regarding the matters described herein and supersedes any and all prior oral or written agreements.

This engagement letter may only be changed by a written amendment executed by both the Client and the Firm, except that the purpose of the engagement may be changed by a letter sent to the Client as provided on page 1.

Please execute and return the original of this letter indicating the Client's acceptance and agreement with these terms and conditions of our engagement.

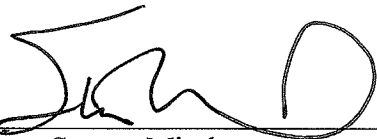
If you have any questions concerning any aspect of this letter agreement or our employment, please contact me at your earliest convenience.

Agreed and Accepted:

By: _____

Printed name and Title

Date

By:  _____
Steven Mierl
Partner

Engagement of SCOTT, DOUGLASS & McCONNICO, L.L.P. Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Hal Hawes, County Judge
Submitted For: Hal Hawes
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding employment of the law firm of SCOTT, DOUGLASS & McCONNICO, L.L.P. to represent Williamson County in relation to Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

Background

See attached engagement letter.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Engagement Ltr Springer](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 12/02/2010 11:46 AM
 Final Approval Date: 12/02/2010

LAW OFFICES
**SCOTT, DOUGLASS
& McCONNICO, L.L.P.**
A REGISTERED LIMITED LIABILITY PARTNERSHIP

ONE AMERICAN CENTER
600 CONGRESS AVENUE, 15TH FLOOR
AUSTIN, TEXAS 78701-2589
TELEPHONE (512) 495-6300
FAX (512) 474-0731
WWW.SCOTTDG.COM

PAIGE ARNETTE AMSTUTZ
DANIEL C. BITTING
STEVE BRITT
JOHN W. CAMP*
SARA WILDER CLARK
CYNTHIA SAITER CONNOLLY
JAMES N. COWDEN*
AMY LEE DASHIELL*
DOUGLAS JACKSON DASHIELL*
CASEY L. DOBSON

RAY N. DONLEY
MARK W. EIDMAN
SEAN P. FLAMMER
ASHER B. GRIFFIN
R. ERIC HAGENSWOLD
MARK W. HANNA
ROBYN BIGELOW HARGROVE
JOHN K. HICKS
SAM JOHNSON
S. ABRAHAM KUCZAJ, III

WALLACE H. SCOTT, JR.
(1920-2005)
FRANK DOUGLASS
(1933-2007)

†BOARD CERTIFIED-CIVIL TRIAL LAW
‡BOARD CERTIFIED-PERSONAL INJURY TRIAL LAW
*BOARD CERTIFIED-LABOR & EMPLOYMENT LAW
*BOARD CERTIFIED-OIL, GAS & MINERAL LAW
▲BOARD CERTIFIED-CIVIL APPELLATE LAW
◆BOARD CERTIFIED-ADMINISTRATIVE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

RAY LANGENBERG*
BRYAN D. LAUER
RICHARD P. MARSHALL, JR.*
CARROLL MARTIN*
STEVE McCONNICO†‡
D. DAVIN MCGINNIS*
CURTIS J. OSTERLOH
GREG PIERCE
DIANA E. REINHART
JOE T. SANDERS

STEVE SELBY
QUENTIN (DOUG) SIGEL
CHRISTOPHER D. SILEO
JOHN G. SOULE*
JULIE A. SPRINGER†*
RYAN S. SQUIRES
JANE M. N. WEBRE▲
H. PHILIP WHITWORTH, JR.*
STEVEN J. WINGARD

OF COUNSEL:
JAMES D. BASKIN
ELIZABETH N. MILLER*

December 1, 2010

Commissioner Lisa Birkman
1801 E. Old Settlers Boulevard #110
Round Rock, TX 78664

Re: *Kimberly Lee and Sharon McGuyer v. Williamson County, Texas*; In the
United States District Court for the Western District of Texas, Austin Division, Cause
No. 1:10-cv-905

Dear Commissioner Birkman:

Thank you for asking Scott, Douglass & McConnico ("SD&M") to represent
Williamson County in the above-referenced matter. This letter sets forth the terms of our
representation.

PURPOSE OF REPRESENTATION

SD&M will represent Williamson County in connection with the investigation and
defense of the above-referenced lawsuit (the "Lawsuit").

COOPERATION

To enable us to effectively to represent Williamson County, it is essential that you
disclose fully and accurately all facts and keep us apprised of all developments relating to the
Lawsuit. You agree to cooperate fully with us.

LEGAL FEES AND EXPENSES

You agree to pay SD&M its fees at the following hourly rates:

Julie A. Springer (partner)	\$ 335.00/hour
Chris Sileo (partner)	\$ 300.00/hour
Law Clerk	\$ 80.00/hour
Paralegal	\$ 115.00/hour
Case Clerk	\$ 50.00/hour

Any associate who assists on this matter will bill \$250.00 per hour. Our fees are based on the time spent by the attorneys and the paralegals who work on this case. We will charge for all time spent in representing Williamson County's interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to you; drafting letters and other documents; travel; taking discovery; and preparing for trial, if any, and representing Williamson County's interests in trial.

In addition to SD&M's hourly fees, SD&M will bill you and you agree to pay, expenses SD&M incurs in its representation of Williamson County. These expenses include, but are not limited to: filing fees, telephone charges, copy costs, fax charges, expert witness fees and expenses, commercial computer data base charges, deposition transcription charges, hearing transcription charges, trial transcription charges, charges for demonstrative aids, and travel expenses. For expenses over \$1,000, SD&M will occasionally ask you to pay the vendor or service provider directly, which you agree to do in a timely manner.

WITHDRAWAL FROM REPRESENTATION

You agree that SD&M has the right to re-evaluate the matter as facts are discovered. SD&M has discretion to determine whether to continue its representation of Williamson County in this Matter and may withdraw from representation if such withdrawal is appropriate under the guidelines set by the Texas Rules of Professional Conduct.

CLIENT DOCUMENTS

We will maintain all documents you furnish us in our client files. At the conclusion of the Lawsuit, it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies for our records. We will retain any remaining documents in our files for a period of time and ultimately destroy those documents

in accordance with our record retention program. Under our present policy, these records will be destroyed two years after the conclusion of SD&M's representation of Williamson County in the Lawsuit.

APPLICABLE LAW

This Agreement shall be construed by the laws of the State of Texas.

ENTIRE AGREEMENT

This Agreement constitutes the only agreement of the parties.

BILLING

SD&M will bill its fees and expenses on a monthly basis until this representation is concluded. You agree to pay such fees and expenses in a timely fashion, not to exceed 30 days. We will not be offended if you have questions about our bills. We want you to address such questions to us as soon as they occur to you. It is our belief that problems can be resolved by a frank and good faith discussion. We know legal disputes are expensive. Our goal is to achieve a good result in a cost effective way.

TERMINATION OF AGREEMENT

This agreement may be terminated by SD&M or by Williamson County by written notice. In the event of such termination, you agree to promptly pay SD&M for all services, including fees, charges, and expenses incurred. In addition to terminating this agreement, if SD&M's fees and expenses are not timely paid, SD&M specifically reserves the right to withdraw from representation of Williamson County, and you agree to take all necessary steps to facilitate SD&M's withdrawal.

RESOLUTION

SD&M prides itself on maintaining good working relationships with our clients. If you become dissatisfied with any aspect of our relationship, we encourage you to bring that to our attention immediately.

CONFIDENTIALITY

You and SD&M agree to keep the terms of this letter agreement confidential and will not disclose this letter agreement and its terms to any third party except as required by

Commissioner Birkman
December 1, 2010
Page 4

applicable law. Further, you and SD&M agree to take all necessary steps to preserve any privileges that are applicable to this letter agreement.

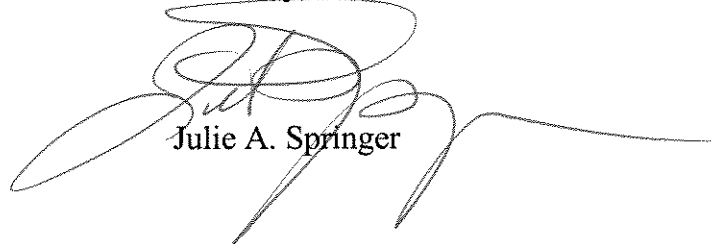
TEXAS LAWYER'S CREED

The Supreme Court of Texas has adopted a Lawyer's Creed, which sets forth standards for attorney professionalism. A copy can be found at <http://www.law.uh.edu/libraries/ethics/lcreed/index.html>.

If the foregoing meets with your approval, and Williamson County consents to our representation under the terms outlined in this letter, please date and sign a copy of this letter. Please keep a copy of this agreement for your files. If you have any questions regarding any of these arrangements, please call us.

We are honored to represent you and look forward to working with you.

Sincerely,



Julie A. Springer

APPROVED BY:

Commissioner Lisa Birkman

Date

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on continuing to retain the law firm of Bickerstaff, Heath, Delgado, Acosta LLP to represent Judge Dan A. Gattis, Commissioner Lisa Birkman, Commissioner Cynthia Long, Commissioner Valerie Covey, Commissioner Ron Morrison, County Budget Officer Ashlie Koenig and County Auditor David Flores in all litigation matters relating and pertaining to 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, Budget Officer Ashlie Koenig and County Auditor David Flores; In the District Court, Williamson County, Texas, 368th Judicial District, and to represent Williamson County on other matters as needed and directed by the Williamson County Commissioners Court; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

Background

The original agenda item when the firm of Bickerstaff, Heath, Delgado, Acosta LLP was retained stated that such firm shall be retained for a period of time not to exceed 90 days. That period will expire in one week and the county will need to approve this agenda item so that it can continue to retain Mr. Heath's firm. A statement needs to be made as to why this item is appearing on this agenda (i.e. state that prior agenda item was for 90 days).

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Heath Engagement Letter](#)

Form Routing/Status

Form Started By: Wendy
 Coco
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 Final Approval Date: 12/03/2010

Bickerstaff Heath Delgado Acosta LLP

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December 3, 2010

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, Texas 78626

RE: Legal Services

Dear Judge Gattis:

Thank you for selecting our law firm to represent the Williamson County Commissioners Court. We appreciate your confidence in us and will do our best to continue to merit it.

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

Identity of Client

We will be representing the interests of the Williamson County Commissioners Court (the "Court").

Nature and Scope of Representation

We understand that while in the future we may from time to time be employed on other matters, our present relationship is limited to representing the Court as follows: (1) represent defendants in the lawsuit styled *Jana Duty, County Attorney of Williamson County, Texas v. Dan A. Gattis, County Judge of Williamson County, et al.*, Cause No. 10-1107-C368 in the 368th Judicial District Court of Williamson County, Texas; and (2) all other matters as needed and directed by the Court.

Supervision and Delegation

I will be the partner who will coordinate and supervise the services we perform on your behalf. I anticipate that I will perform most of the work on this matter. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

Financial Arrangements

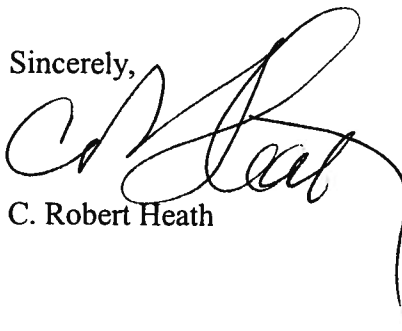
The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. My rate will be \$350.00 per hour. The hourly rates of the other members of the Firm will be \$350.00 to \$200.00. If anything in this letter or the Standard Terms of Engagement is unclear or presents a problem to you, please advise me promptly so we may discuss it and reach a full understanding.

Acceptance of Terms

If this arrangement is acceptable to you, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,



C. Robert Heath

AGREED TO AND ACCEPTED:

WILLIAMSON COUNTY
COMMISSIONERS COURT

By: _____
Printed Name: _____
Title: _____
Date: _____

cc: Billing Department

STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. At the present time the standard billing rates for partners in this firm are between \$525 and \$200 per hour; the billing rates for associates and staff attorneys are between \$350 and \$130 per hour; the billing rates for paralegals and specialists are between \$180 and \$125 per hour, the billing rate for law clerks is \$60 per hour, and the billing rate for case clerks is \$50 per hour (all fees quoted are in U.S. Dollars).

3. Other Charges

All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a description of the most common expenses.

4. Billing Procedures and Terms of Payment

Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the end of the month following the latest date covered in the statement. You agree to pay each statement in full in U.S. Dollars within the time for payment established by Texas Government Code Section 2251.021 (or any successor statute). Should you fail to pay any sum within such payment period, you promise to pay interest on all sums overdue in accordance with the rate and provisions specified in Texas Government Code Section 2251.025 (or any successor statute). For your convenience, we have attached to this letter copies of Sections 2251.021 and 2251.025 of the Texas Government Code.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we are not obligated to do so, and we hereby expressly disclaim any responsibility or liability for failure to do so. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Travis County, Texas, United States of America.

9. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

Client Costs Advanced Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper intensive. Standard services such as secretarial and word processing time, file setup, and file storage are not charged; however, other expenses such as copies, delivery fees, and fax charges are billed to the client needing those services. An explanation of the billing structure is as follows:

Delivery Services: Outside delivery services are used for pick-up and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage: Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies: Our standard rate for black and white copies made by firm personnel is \$0.15 per copy. Color copies are charged at a standard rate of \$0.55 per copy. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Computerized Research: If a case requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The per-minute fees for on-line connect time are charged to the client at the rate charged to the firm, plus applicable taxes and surcharges imposed by governmental entities.

Fax: Fax copies will be charged at the rate of \$.25 per page.

Travel: Attorney and paralegal time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses: Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Such expenses will be incurred only in conjunction with client-approved activities.

Employee Manual Amendments

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding proposed amendments to the Employee Manual.

Background

Under the previously approved reorganization of the Road & Bridge Division, some personnel will be working four 10-hour workdays. The proposed amendments to the personnel manual provides clarifications to these employees regarding the administration of vacation time, sick leave and holiday time.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Employee Manual Amendments](#)

Form Routing/Status

Form Started By: Nickey Lawrence
 Started On: 12/01/2010 08:10 AM
 Final Approval Date: 12/01/2010

Clarifications for Department of Infrastructure Personnel Working Four Ten Hour Days (Monday through Thursday)

Usual Work Week: Employees working four ten hour days shall work Monday, Tuesday, Wednesday and Thursday. This schedule may be changed to Tuesday through Friday at the sole discretion of the supervisor. The employees shall additionally perform emergency response duty at the request of their supervisor. Emergency response duty can occur on any day of the week.

Vacation: Vacation hours will be accrued at the pay period rates defined in the Williamson County Employee Policy Manual. A single day of vacation taken requires ten hour of vacation to account for the ten hours of paid leave taken.

Sick Leave: Sick leave hours will be accrued at the pay period rates defined in the Williamson County Employee Policy Manual. A single day of sick leave taken requires ten hour of sick leave to account for the ten hours of paid leave taken.

Holidays: Eight hours of holiday leave will be credited to the employee for each County recognized holiday occurring within the pay period. A single holiday taken requires ten holiday or vacation hours for the ten hours of paid leave taken.

Example 1: A holiday occurs on a Friday. The employee accrues eight hours of holiday time but does not charge holiday time since the employee is not scheduled to work on Friday.

Example 2: A holiday occurs on a Monday, Tuesday, Wednesday or Thursday. The employee accrues eight hours of holiday time but must charge 10 hours of accrued holiday or other leave time.

CUC-CIJS Maintenance & Support & Integration Toolkit

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Maintenance and Support Services Agreement between Tyler Technologies and Williamson County.

Background

This is a standard agreement with Tyler Technologies for the support and maintenance of Tyler Technologies' Odyssey software products. The funds to pay for this are budgeted annually and are included in the FY11 budget, and, in fact, have already been paid per action of the court last month when the agreement between the CUC and the County was approved. This is simply to approve the agreement itself.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Maintenance Agreement](#)

Form Routing/Status

Form Started By: Jay Schade Started On: 11/29/2010 12:42 PM
 Final Approval Date: 11/29/2010

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the entity set forth on the signature page hereto (the "County") and shall be effective as of the date set forth on Schedule 1 hereto (the "Effective Date").

WHEREAS, the County has acquired a license to Tyler's court management software as more specifically identified on Schedule 1 to this M&S Agreement (the "Licensed Software"); and

WHEREAS, the County desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hours means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby the County can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to County, County may escalate the Defect as set forth in 3.10.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that the County documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Effective Date has the meaning set forth in Section 8.1. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of County's remote location; or (c) systemic loss of multiple essential system functions.

1.10. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.11. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.12. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.13. Third Person Software means all third party software required for the operation and use by the County of the Licensed Software consistent with the license granted to the County.

1.14. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.15. Tyler Holidays means one (1) day for a New Year's holiday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two days for Christmas. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. COUNTY RESPONSIBILITIES

2.1. Documenting Defects. The County must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. The County shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. The County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, County-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which the County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other County Responsibilities. The County shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the County is unable to establish and maintain an internal help desk, the County may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees.

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to County's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that County acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to the County's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide the County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist the County in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient

information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Tyler shall provide the County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need feedback will be sent to the County with recommendations of training that the County may elect to purchase.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide the County with technical support to assist the County with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the County with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to the County regarding resolution of said non-defect failure(s); and
- (c) providing the County with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the County with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to County IT staff. This option is available for the application of patches and full release upgrades as well as consulting with County IT staff for server maintenance and configuration for the Licensed Software environment.

3.10. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, County may immediately escalate the issue to County's Project Manager and Tyler's Director of Client Services. Tyler and County will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If County's Project Manager and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, County may further escalate the issue to next level County Administrator and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.11. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to the County and either the immediately preceding Version Release or all Version Releases released to the County within the prior one (1) year, whichever is greater.

3.12. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in County's state during such calendar year; to the extent additional programming services are required, such services shall be billed to County at Tyler's then current hourly rates. Notwithstanding the foregoing, County shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide County with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to County. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in County's state with Legislative Change Support.

4. ADDITIONAL SUPPORT SERVICES

The County may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to the County a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to the County and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

5. VERSION RELEASES

Tyler shall notify County of the occurrence of a new Version Release and shall provide County with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. County shall, at its own expense, be responsible for any installation assistance, new integration, and training with respect to each Version Release. In the event that Tyler is not able to provide an installable copy of the Licensed Software, Tyler will be responsible for installation, at its own expense.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide the County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for the County to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. The County is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. The County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at the County's expense. At the request of the County, Tyler shall participate with the County in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. The County shall pay the annual maintenance and support fees as set forth on Schedule 1 (the "Maintenance and Support Fees"). Upon the first and second anniversaries of the Effective Date, the Annual Maintenance and Support Fees shall be increased by no less than 0% and no more than 5% annually.

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for Maintenance and Support Fees incurred by the County in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the County and collecting payments from the County with respect to the Maintenance and Support Fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all Maintenance and Support Fees collected on behalf of the County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the County, to invoice the County directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the County mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, the County shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency.

7.4. Maintenance on County-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of County-Specific Customer Enhancements requested by the County and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. The County will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting the County's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Tyler does not receive payment of any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement ("the Effective Date") and shall continue

in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by County at the End of a Term. The County may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. The County may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by the County during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by the County for Cause. The County may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, the County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the County is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and the County shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the County may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by the County under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All

notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement 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.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by

the properly delegated authority of each party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of the County, without regard to or application of choice of law rules or principles.


11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this M&S Agreement. If an ambiguity exists in this M&S Agreement, or in a specific provision, neither the M&S Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

IN WITNESS WHEREOF, the parties have caused this M&S Agreement to be executed by a duly authorized officer or representative to be effective as of the date set forth on Schedule 1 hereto.

TYLER TECHNOLOGIES, INC.

(Williamson the "COUNTY")

By: 
Name: Bruce Graham
Title: Chief Executive Officer
Tyler Courts & Justice Division
Date: 11/22/2010

By: _____
Name: _____
Title: _____
Date: _____

Maintenance and Support Services Agreement

Schedule 1- Williamson County

Effective Date: **10/1/2010**

Licensed Software:

Licensed Software			
Software		License Fees	
Odyssey Case Manager - Enterprise	\$	875,000	
Odyssey Jail/Law Enforcement	\$	312,500	
Odyssey Hot Checks	\$	75,000	
Odyssey Appeals	\$	13,000	
Additional Support Services			
Service	Units	Price per Unit	Total
		\$	-

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	\$ 183,750
Standard	\$ 65,625
Standard	\$ 15,750
Standard	\$ 2,730
Standard	\$ -
Standard	\$ -
Standard	\$ -
Standard	\$ -
Standard	\$ -
Totals	
Maintenance & Support Fees:	
Standard Support	\$ 267,855
Additional Support Services	\$ -
Total Annual M&S	\$ 267,855
(M&S Fees due annually in advance)	

Maintenance and Support Fees: **\$267,855**, payable annually in advance.
 All Odyssey components will be prorated to the next annual maintenance cycle.

Odyssey Integration Toolkit

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement between Tyler Technologies and Williamson County as well as Amendment 4 to the Techshare Resource Sharing Addendum CIJS Court Administration System.

Background

As part of the Public Safety Technology Project (PSTP) there are several interfaces needed between the OSSl software and Tyler Technologies' Odyssey software. For example, pulling mugshots from the Odyssey Jail system to allow the officers in the car to identify persons who have been, or are currently in, Jail. Also, being able to access Odyssey to determine if individuals have outstanding warrants. As we worked with both OSSl and Tyler, defining the scopes of work for the various integration points, it was determined that the best, and most cost-effective solution, would be for the County to purchase the Integration Toolkit which would allow OSSl to write the integration with little help from Tyler. This will end up saving in excess of \$250,000 in programming and consulting fees that would otherwise have had to be paid to Tyler. Also, it will give us flexibility to add additional interfaces in the future with little or no involvement (and, therefore, little or no cost) from Tyler. The funds for this integration were budgeted in the PSTP project. Also, because we are purchasing this through the CUC-CIJS/TechShare agreement with Tyler, Amendment 4 needs to be approved as well. The court approved this amendment last month, but since we are adding the Integration Toolkit, the amendment needs to be approved with this change.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Toolkit](#)

Link: [Amendment 4](#)

Form Routing/Status

Form Started By: Jay Schade Started On: 11/29/2010 12:57 PM
 Final Approval Date: 11/29/2010

Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement

This Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County (the "Client").

WHEREAS, Client desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Client and Tyler desire to amend the terms of Client's current software maintenance and support agreement (the "Existing M&S Agreement") for the purpose of providing additional maintenance and support services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

- A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in and subject to the terms and conditions of this Agreement; and
- B. Tyler and Client agree to amend Client's Existing M&S Agreement by (i) adding the Software Products set forth in the table below; and (ii) increasing the Client's current annual maintenance and support fee by the amount ("Annual M&S Increase") and on the date ("Maint. Effective Date") as set forth in the table below, all on the terms and subject to the conditions of Client's Existing M&S Agreement; and
- C. This Agreement consists of this cover and signature page and the attached Terms and Conditions page.

SOFTWARE PRODUCTS		LICENSE FEE		ANNUAL M&S INCREASE
Optional Module - Integration Toolkit (Jail Manager Libraries)		\$50,000		\$10,500
LICENSE FEE PAYMENT TERMS		TOTAL LICENSE FEE		ANNUAL M&S INCREASE
Net 30 in full upon contract execution.		\$50,000		\$10,500
PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT	MAINT. EFFECTIVE DATE
				3/31/2011
TOTAL T&M SERVICES				TOTAL LIC & SERVICES
				\$50,000

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below.

CLIENT

Authorized Signature

Name (Print)

Title

Date

TYLER TECHNOLOGIES, INC.

Authorized Signature

Name (Print)

Title

Date

Terms and Conditions

1. SOFTWARE PRODUCT LICENSE

1.1. **License Grant.** In consideration for the License Fee, Tyler hereby grants to Client a non-exclusive, royalty-free, revocable license to use the Software Products for Client's internal administration, operation, and/or conduct of Client's business operations by an unlimited number of users employed by Client on an unlimited number of computers and/or computer stations utilized by Client. Upon Client's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

1.2. **Restrictions.** Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Software Products or (b) sublicense, transfer, rent, or lease the Software Products or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

1.3. **Copies.** Client may make and maintain such copies of the Software Products as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Client shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

1.4. **Embedded Third Party Software.** The license grant set forth herein includes the right to use any embedded third party software, which shall be accessed and used only in accordance with the terms, conditions, and licenses imposed by the manufacturers and licensors of such embedded third party software. Tyler hereby passes through to Client all warranties granted by the owners and licensors of embedded third party software, if any.

1.5. **Title.** Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Software Products and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

2. RESPONSIBILITIES OF TYLER

For the License Fee(s) set forth in the first page hereof, Tyler shall deliver, install and/or enable Tyler proprietary Software Product on Client's equipment and perform such other obligations, including the correction of defects, as set forth in Section 6.

3. RESPONSIBILITIES OF CLIENT

In addition to the other responsibilities set forth herein, Client shall perform the following: (a) designate an employee of Client as its System Administrator; (b) provide all training of its personnel, except and to the extent this Agreement specifically requires Tyler to provide training; (c) collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product; (d) retain separate copies of records of all data entered into the computer equipment; (e) provide the computer systems into which the Software Product will be loaded; (f) install any Software Product changes or updates into the Software Product, which are supplied by Tyler in accordance with this Agreement; and (g) allow remote access by Tyler for purposes of software support via a secure Microsoft-based connection (VPN). To the extent data conversion is required, Client shall (i) deliver to Tyler legacy data in an electronic SQL, ASCII delimited, or other format requested by Tyler and (ii) provide Tyler with a basic explanation of the delivered legacy data, including data elements and relationship explanations.

4. PROFESSIONAL SERVICES

4.1. Set forth on the first page of this Agreement is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in this Agreement will be billed at Tyler's then current services rates.

4.2. In the event Client purchases professional services from Tyler for the purpose of making Software Product changes, improvements, or enhancements, any such Software Product changes, improvements or enhancements delivered hereunder shall be subject to the same license as set forth in Section 1 and subject to the same restrictions thereon.

5. FEES AND INVOICING

5.1. **License Fee.** Tyler shall invoice to the Client the License Fee in accordance with the payment terms set forth on the first page of this Agreement, and Client shall pay such License Fee in accordance with Section 5.4.

5.2. **Professional Services Charges.** T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 5.4.

5.3. **Expenses.** Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 5.4.

5.4. **Invoice and Payment.** Tyler shall invoice Client for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at the rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

5.5. **Taxes.** The total Agreement Amount does not include any tax or other governmental impositions including, without limitation, sale and use tax. All such applicable cost, if any, shall be invoiced separately to client, and client shall pay the same.

6. ACCEPTANCE OF THE SOFTWARE PRODUCT

6.1. Acceptance of the Software Product by Client shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and the operation of any provision of this Agreement, which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Section 6, Client's sole right and remedy against Tyler therefore shall be to require Tyler to correct the cause thereof.

6.2. Notwithstanding anything to the contrary herein, Client's use of the Software Product for its intended purpose ("Operational Use") shall constitute Client's acceptance of the Software Product, without exception and for all purposes. Upon Operational Use, the Software Products shall then become subject to the terms and conditions of the Existing M&S Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. **Tyler Confidential and Proprietary Information** means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise

existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, operations, manuals, operating data, projections, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

7.2. **Protection of Tyler Confidential and Proprietary Information.** Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

7.3. **Judicial Proceedings.** If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

8. LIMITATION OF LIABILITY

THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.

TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED TO (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEE SET FORTH HEREIN OR THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER WHICHEVER IS LESS, OR (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN CLIENTS EXISTING M&S AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TYLER BE LIABLE TO CLIENT FOR (A) INDIRECT, REMOTE, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (B) FOR ANY DAMAGES WHATSOEVER DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF TYLER, OR (C) DAMAGES RESULTING FROM THE LOSS OF USE, LOSS OR DAMAGE TO CLIENT SOURCE DATA, LOSS OF REVENUES, OR FROM LOSS OR DESTRUCTION OF MATERIALS PROVIDED TO TYLER BY CLIENT.

9. CLIENT INFORMATION

All data provided to Tyler by Client relating to Software Product shall be considered Proprietary Information of Client even though not stamped with a Proprietary Information stamp or similar legend or marking. Tyler agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of Tyler and all persons not employed by Tyler.

10. DATA SECURITY

10.1. The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data, as each Client deems necessary for its operations. The term "processing" for the purpose of this Section shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the media upon which the data is contained, whether it be on paper, disk, tapes, or other media.

10.2. The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

10.3. It shall be the responsibility of the Client to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties.

11. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the state of the domicile of Client. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

12. ENTIRETY OF AGREEMENT; AMENDMENTS

12.1. This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.

12.2. This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereto.

13. APPROVAL OF GOVERNING BODY

Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

**AMENDMENT NO. 4 ("Amendment 4")
TO TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION
SYSTEM**

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Williamson, Texas ("Williamson County") and became effective on July 11, 2006 and executed by all parties by July 14, 2006.

- 1) The term of the addendum is extended to September 30, 2011.
- 2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2011" with the revised attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2011."
- 3) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this _____ day of _____, 20_____.

COUNTY OF WILLIAMSON

By: County Judge

Approved as to form:

Name: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES


By: Executive Director 11/24/10

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2011:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and contract Administration and Quality Assurance for Fiscal Year 2011. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

Annual Maintenance payments are listed below to reflect the full annual contract amount. In the event that a go-live takes place after October 1, 2010, that module will be billed on a pro-rated basis accordingly.

	Fiscal Year 2011	Amount	Estimated Payment Date
Common Integrated Justice Software			
	License Fees		
	Jail Integration Toolkit	\$ 50,000	Mar-11
	Annual Maintenance		
	Court Administration	\$ 183,750	invoiced 11/8/2010
	Jail Management/ Law Enforcement	\$ 65,625	invoiced 11/8/2010
	Hot Checks	\$ 15,750	invoiced 11/8/2010
	Record on Appeal Creator	\$ 2,730	will not be invoiced FY2011
	Jail Integration Toolkit	\$ 10,500	Mar-11, will be prorated upon go-live
CUC Texas County Enterprise Mod			
	Williamson County Cost	\$ 4,741	invoiced 11/8/2010
CUC Oversight			
	Contract Administration	\$ 40,178	invoiced 11/8/2010
Fiscal Year 2011		\$ 373,274	

Burn Ban**Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Hal Hawes, County Attorney
Department: County Attorney
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider approving a Burn Ban Order prohibiting outdoor burning in the unincorporated area of Williamson County for up to Ninety (90) days.

Background

Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Burn Ban Order](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 11/30/2010 07:04 PM
 Final Approval Date: 12/01/2010

COUNTY OF WILLIAMSON §
 §
STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Williamson County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Williamson County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Williamson County as follows:

(A) Actions prohibited:

- (1) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (2) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(B) Enforcement:

- (1) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (3) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
- (4) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (C) This order does not apply to outdoor burning activities:
- (1) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or
 - (c) planting or harvesting of agriculture crops.
 - (2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
 - (3) that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (a) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (b) Surfaces around welding or hot works area are wetted down;
 - (c) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (d) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - (e) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (f) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (g) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

(h) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or “welding box” or “hot works box”, that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate, and;

(i) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or “bell hole”, welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire ninety (90) days from the date hereof, which shall be the [REDACTED] day of [REDACTED], 20[REDACTED], or prior to such expiration date if the Williamson County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Williamson County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier. The Williamson County Commissioners Court may adopt an additional order that takes effect on the expiration of this order if the Williamson County Commissioners Court finds at such time that circumstances then present in all of the unincorporated area of Williamson County continue to create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS _____ DAY OF _____, 20_____.

WILLIAMSON COUNTY COMMISSIONERS COURT

By: _____
Dan A. Gattis, County Judge

Roznovak Lease Extension, 12/07/2010

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on a request by Dennis Johnson, Nadine Johnson and Jerry W. Roznovak to extend that certain Farm Lease between Williamson County and Dennis Johnson, Nadine Johnson and Jerry W. Roznovak for the lease of land adjacent to the Williamson County Landfill.

Background

Per the terms of the Farm Lease, Dennis Johnson, Nadine Johnson and Jerry W. Roznovak may request to extend the Farm Lease for up to three (3) separate extended periods of twelve (12) months each following the Initial Lease Period. The Initial Lease Period began in January 2010. Upon receiving Dennis Johnson, Nadine Johnson and Jerry W. Roznovak's request to extend the Lease, the Williamson County Commissioners Court shall have the sole right to either accept or deny his request to extend the Lease. Williamson County has reserved the right to extend this Lease or deny a request to extend this Lease as it deems in the best interest of Williamson County. This lease extension will be for a twelve (12) month term beginning on January 1, 2010 and terminating on December 31, 2010, with the terms, covenants and conditions of the Lease remaining the same for this extension.

The annual rental amount shall remain \$15,900.00. The rental rate shall remain the same amount of \$75 per acre.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Roznovak Lease Extension](#)

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 12/01/2010 01:04 PM
 Final Approval Date: 12/02/2010

Williamson County Commissioner Court

11-17-10

I'm writing you this letter today to let you know that I would like to continue farming the property that joins the county landfill. I have farmed this property to the best of my abilities since 1992, and would like to continue doing so. The farm # I am referring to is: 10594,

Thank you very much

J.W. Roznowski

award contract towing 11WCA039 A

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Contract Towing to the low bids meeting specifications (complete list filed with official minutes)

Background

Areas Southwest Class B, Northeast Class A&B, and Northwest Class B were re-bid in order to increase competition as no submittals were received during the annual bid process last summer.

This time bids were received for all above-referenced areas, however, various bidders did not meet specifications (see explanation on bid tabulation) resulting in no qualifying vendor for area Northwest Class B. This area will be covered by towing vendor from the Sheriff's Office's rotation tow list.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bid Tab contract towing 11WCA039 A](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Kerstin Hancock	12/02/2010 11:52 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	12/02/2010 03:06 PM	APRV

Form Started By: Kerstin Hancock
 Started On: 12/01/2010 04:11 PM
 Final Approval Date: 12/02/2010

WILLIAMSON COUNTY

CONTRACT TOWING SERVICES FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039 A

Contract Period December 07, 2010 through September 30, 2011

Recommended award: Customz Wrecker- primary Southwest Class B
CE Cedar Park Wrecker - secondary Southwest Class B
Cen-Tex Towing - primary Northeast Class A
primary Northeast Class B

SOUTHWEST CLASS B					
	Bulldog Recovery	Cen-Tex Towing	CE Cedar Park Wrecker	Customz Wrecker	
Southwest					
Class B	Did not meet specs	Did not meet specs	\$393.00	\$245.00	
NORTHEAST AND NORTHWEST					
	A-Excellence	Cen-Tex Towing	CE Cedar Park Wrecker	Walden Wrecker	
Northeast					
Class A	Did not meet specs	\$75.00	Did not meet specs	Did not meet specs	
Class B		\$150.00	Did not meet specs		
Northwest					
Class B		Did not meet specs	Did not meet specs		

Bulldog Recovery – wrecker does not meet specs

Cen-Tex Towing – no lot in area Southwest and Northwest

A-Excellence – no lot in area Northeast

CE Cedar Park Wrecker – no lot in area Northeast and Northwest

Walden Wrecker – no lot in area Northeast

SIX HD-5 PROPANE STATIONS

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of January 6, 2011 at 11:00am in the Purchasing Department to receive bids for CONSTRUCTION AND INSTALLATION OF SIX HD-5 PROPANE STATIONS FOR WILLIAMSON COUNTY FACILITIES, bid number 11WC901.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 11/30/2010 08:43 AM
Final Approval Date: 12/01/2010

**ARCHITECTURAL SERVICES FOR EAST WILLIAMSON COUNTY EVENTS
CENTER REDEVELOPEMENT****Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jim Rodgers
Department: Purchasing
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting date of January 18, 2011 at 1:30pm in the Purchasing Department to receive qualifications for ARCHITECTURAL SERVICES FOR EAST WILLIAMSON COUNTY EVENTS CENTER REDEVELOPEMENT, RFQ number 11WCRFQ1001.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 12/01/2010 04:28 PM
Final Approval Date: 12/02/2010

State Law Enforcement Training Money, B/A, 12/07/2010

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments:

Background

Budget amendment to move unspent State Law Enforcement Training dollars to current budget. State training dollars are not to be rolled into the General Fund at year end. Unspent dollars are rolled forward from year to year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.004229	County Atty/St Law Enforc Trng	\$2,822.49	01
	0100.0551.004229	Const 1/St Law Enforc Trng	\$5,180.71	02
	0100.0552.004229	Const 2/St Law Enforc Trng	\$4,871.27	03
	0100.0553.004229	Const 3/St Law Enforc Trng	\$1,650.88	04
	0100.0554.004229	Const 4/St Law Enforc Trng	\$2,482.15	05
	0100.0560.004229	SO/St Law Enforc Trng	\$18,398.86	06
	0100.0570.004229	Co Jail/St Law Enforc Trng	\$18,328.62	07

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 12/01/2010 08:19 AM
 Final Approval Date: 12/01/2010

Noren Lease Extension, 12/07/2010

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on a request by John Noren to extend that certain Farm Lease between Williamson County and John Noren for the lease of land adjacent to the Williamson County Landfill.

Background

Per the terms of the Farm Lease, Mr. Noren may request to extend the Farm Lease for up to three (3) separate extended periods of twelve (12) months each following the Initial Lease Period. The Initial Lease Period began in January 2010. Upon receiving Mr. Noren's request to extend the Lease, the Williamson County Commissioners Court shall have the sole right to either accept or deny his request to extend the Lease. Williamson County has reserved the right to extend this Lease or deny a request to extend this Lease as it deems in the best interest of Williamson County. This lease extension will be for a twelve (12) month term beginning on January 1, 2010 and terminating on December 31, 2010, with the terms, covenants and conditions of the Lease remaining the same for this extension, save and except the annual rental amount.

Per Mr. Noren's request letter, the original acreage has been reduced by 14.7 acres. Thus, the new annual rental amount shall be \$6,493.50. The rental rate shall remain the same amount of \$45 per acre.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Noren Lease Extension](#)

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 12/01/2010 12:59 PM
 Final Approval Date: 12/02/2010

JOHN W. NOREN
3711 CR 100
HUTTO, TEXAS 78634

November 20, 2010

The Williamson County Commissioners Court
Williamson County Judge Dan A. Gattis
710 Main Street, Williamson County Caouthouse
Georgetown, Texas 78626

Re: Farm Lease Extension

To the Williamson County Commissioners Court;

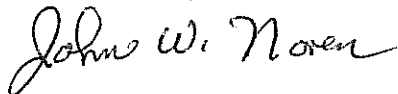
Concerning the Farm Lease agreement entered into by and between Williamson County and John W. Noren, which commenced January 19, 2010 and contained approximately 159 acres of productive farmland in the John F. Ferguson and John Dykes Surveys, this is a written request to extend the lease for the first additional 12 month period as provided for in the lease contract.

Please put this on the Court's agenda for approval and send a notice of your decision in writing to Lessor at the above address prior to the initial lease period expiration of December 31, 2010.

Please note that Lessor was contacted by phone in July 2010 by Pete Correa of Precint 4 office in Hutto to release the 14.7 acre north field after harvest for use by the Sherrif's Department. This will reduce the leased acreage for 2011 to 144.3 acres and the total year payment to \$ 6493.50. Upon acceptance, also please make notice of the change to all concerned.

Sincerely.

Lessor, John W. Noren



c.c. Hal Hawes, Attorney

CATRAC EMS Trauma System Fund Distribution for FY'10 received in FY'11 Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Kenny Schnell, EMS
Submitted For: Kenny Schnell
Department: EMS
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 Williamson County EMS share of FY'10 Capital Area Trauma Regional Advisory Council (CATRAC) Trauma System Funds.

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: Kenny Schnell
Started On: 12/02/2010 10:18 AM
Final Approval Date: 12/02/2010

CATRAC Trauma System Funds for FY'10 received in FY'11 **Commissioners Court - Regular Session**

Date: 12/07/2010
Submitted By: Kenny Schnell, EMS
Submitted For: Kenny Schnell
Department: EMS
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 additional expenditures for EMS.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0540.004210	Internet/Email Services	\$14,550.00	
	0100.0540.000507	Transfer to RCS	\$494.87	
	0100.0540.003001	Small Tools & Equip	\$10,364.54	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Kenny Schnell
 Started On: 12/02/2010 10:45 AM
 Final Approval Date: 12/02/2010

Discuss Real Estate Matters

Commissioners Court - Regular Session

Date: 12/07/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

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

1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase 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.
 - h) Discuss proposed acquisition of property for right-of-way on SH 29 at CR 266.
 - i) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
 - j) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
 - k) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

- l) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- m) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- n) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- o) Discuss proposed Northwoods Road District.
- p) Discuss conveyance of University Boulevard right-of-way.
- q) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/02/2010 09:50 AM
Final Approval Date: 12/02/2010
