

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
APRIL 19TH, 2011
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, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 – 10)

5. Discuss and take action on Budget Line Item transfer requests for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0576.004102	Residential Services	43,000.00	
To	100.0576.003305	Clothing	2,000.00	
To	100.0576.003307	Pharmaceuticals	15,000.00	
To	100.0576.003318	Janitorial Supplies	3,000.00	
To	100.0576.004108	Non-Residential Services	15,000.00	
To	100.0576.004541	Vehicle Repairs/Maintenance	8,000.00	

6. Discuss and consider approving a line item transfer for the County Clerk:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0404-004412	Errors and Omissions	\$100.00	
To	0100-0404-004211	Telephone	\$100.00	

7. Consider approving property tax collections for the month of March 2011 for the Williamson County Tax Assessor/Collector.
8. Consider approving property tax refunds over \$2,500.00 for the month of March 2011 for the Williamson County Tax Assessor/Collector.
9. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
10. Discuss and take action on Road Closure on CR 100 for the filming of the IMAX Movie, Flight of the Butterflies on April 21st. Cars can be detoured on CO RD 106, if needed, while traffic is held. There will be about 40 people on site while filming a picture vehicle traveling CR 100 and crossing the low water crossing. The contact is Paul Knaus, Location Assistant for Flight of the Butterflies. This has been through the road closure process.

REGULAR AGENDA

11. Discuss and take appropriate action regarding a resolution honoring Greg Bergeron for 17 years of service to the citizens of Williamson County, Texas upon his retirement.
12. Discuss and take appropriate action on road bond program.
13. Consider authorizing budget transfers in the 2006 Road Bond recommended by Mike Weaver, Road Bond Manager to move \$3,169,857.13 from (P180) Right of Way to following projects: \$1,958,602.99 (P149) SH 195, \$13,224.09 (P175) Chandler Road, \$1,168,843.35 (P196) Ronald Reagan Ph IV, \$10,950.00 (P211) Ronald Reagan Ph III and \$18,236.70 (P217) SH 29 Safety Improvements.
14. Consider authorizing budget transfer in the 2006 Road Bond recommended by Mike Weaver, Road Bond Manager to allocate \$36,200,000.00 (of the \$76,800,00.00 bond issuance received on April 11, 2011) to the following projects: \$17,000,000.00 Ronald Reagan IV (P196), \$2,000,000.00 Seward Junction Loop (P233), \$10,000,000.00 Ronald Reagan III (P211), \$4,500,000.00 Hero Way (P232), \$1,500,000.00 CR 185/New Hope and \$1,200,000.00 Arterial A Phase I (P150).

15. Consider authorizing 2001 Road Bond Transfer per recommendation of Mike Weaver, Road Bond Manager to allocate \$7,510,758.05 to SH45/O'Connor Frontage Roads (P197) from the following projects: \$1,244,798.37 P149 (SH 195), \$70,000.00 Hutto Pedestrian Bridge (P152), \$2,853,755.80 IH-35 Ramps (P154), \$656,166.93 FM 1431 (P186), \$66,766.05 IH-35/Reagan Interchange (P190), \$28,453.07 Ronald Reagan Ph IV (P196), \$1,954,253.23 Ronald Reagan Ph III (P211), \$300,000.00 CR 170 (P213), and \$336,564.60 Non Departmental unallocated interest (P92). In addition, consider authorizing transfer in the amount of \$575,000.00 from IH-35 Ramps (P154) to SH45/O'Connor Frontage Roads (P197).
16. Discuss and take action on counseling contact with Catherine Weber-Silbiger, LPC Intern
17. Discuss and take action on approving contract for Bob Carswell, LPC
18. Discuss and take action on approving contract with STARRY Residential Services
19. Consider and take appropriate action regarding a park rule that requires dogs to be on a leash in all county Parks, Trails, and Preserves.
20. Discuss and take appropriate action on approving funding for relocation and refurbishing of a mobile home to be located at the Southwest Regional Park.
21. Discuss and take appropriate action on awarding contract to Populous, for architectural services for East Williamson County Events Center Redevelopment, RFQ# 11WCRFQ 1001
22. Discuss and take appropriate action on Recognizing the Receipt of the Texas Comptroller Leadership Circle Gold Member Award for the second year.
23. Discuss and take appropriate action regarding employment of Dale A. Rye, Attorney at Law to represent Williamson County in relation to assisting the Williamson County Auditor with the preparation of one or more requests to the Texas Attorney General for opinions of his office, and to respond from time to time to other requests from the Auditor's Office for legal consultation regarding the responsibilities of that office; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to discretionary exemption for personnel or professional services.
24. Consider awarding bids received for Bid # 11WC907, Regional Park Headquarters, to the lowest and best bidder- S & G Contracting, Inc.
25. Consider authorizing advertising and setting date of May 24, 2011 at 2:00 PM in the Purchasing Department to receive proposals for Tax Statement Printing for Williamson County.
26. Consider authorizing advertising and setting date of May 17, 2011 at 2PM in the Purchasing Department to receive bids for Power Stretcher for EMS.

27. Discuss and take possible action regarding Texas legislative issues and bills that relate to county business.
28. Discuss and take appropriate action on an agreement between Williamson County and the Williamson County Emergency Service Organizations.
29. Discuss and take appropriate action regarding a reply to the State Bar of Texas as to the Response that was filed by Jana Duty- Hunsicker in relation to the Attorney Grievance previously filed by the Commissioners Court.
30. Discuss and take appropriate action concerning approving reorganization of staff positions in the Magistrate's Office.

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)."

31. 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 SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
 - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
 - h) Discuss proposed acquisition of property for right-of-way along Pearson and

Neenah.

- i) Discuss proposed Northwoods Road District.
- j) Discuss conveyance of University Boulevard right-of-way.
- k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- l) Discuss proposed realignment project along FM 1660.
- m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.
- n) Discuss proposed acquisition of property for right-of-way along Chandler III A.
- o) 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.

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

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts

- a) Status Update-Pending Cases or Claims
- b) Adams Claim

- 33.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
- d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
- e) 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
- f) 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.
- g) 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
- h) Civil Action 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

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

34. Discuss and take appropriate action on real estate.

35. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
- d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
- e) 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
- f) 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.
- g) 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
- h) Civil Action 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
- i) Employment related matters.
- j) Other confidential attorney-client matters, including contracts.

36. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

BLI Transfer

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on Budget Line Item transfer requests for Juvenile Services.

Background

Juvenile Services requesting line item transfer based on year to date expenditures and projected expenditures for fiscal year 2011.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0576.004102	Residential Services	43,000.00	
To	100.0576.003305	Clothing	2,000.00	
To	100.0576.003307	Pharmaceuticals	15,000.00	
To	100.0576.003318	Janitorial Supplies	3,000.00	
To	100.0576.004108	Non-Residential Services	15,000.00	
To	100.0576.004541	Vehicle Repairs/Maintenance	8,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	04/07/2011 01:37 PM	APRV
4	Budget	Wendy Coco	04/15/2011 10:09 AM	APRV
Form Started By: Robyn Murray		Started On: 04/07/2011 11:53 AM		
Final Approval Date: 04/15/2011				

Line item transfer**Commissioners Court - Regular Session**

Date: 04/19/2011
Submitted By: Nancy Rister, County Clerk
Submitted For: Nancy Rister
Department: County Clerk
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the County Clerk:

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0404-004412	Errors and Omissions	\$100.00	
To	0100-0404-004211	Telephone	\$100.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Nancy Rister
 Started On: 04/14/2011 10:27 AM
 Final Approval Date: 04/14/2011

Property Tax Collections – March 2011

Commissioners Court - Regular Session

Date: 04/19/2011
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 March 2011 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [030111-033111 GWI-RFM](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 04/11/2011 02:36 PM
Final Approval Date: 04/13/2011

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 1-31, 2011

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	\$985,413.81	\$151,592,184.95	\$2,170,642.62	\$149,544.98	\$60.25	\$4,529,767.59	\$147,062,417.36	97.01%	97.11%	97.70%
2009 & Prior	\$2,233,295.16	(\$153,794.78)	\$2,079,500.38	\$91,181.38	\$25,335.54	\$564.71	\$1,436,426.17	\$643,074.21	30.92%	32.14%	
Rollbacks	\$165,822.93	\$86,644.82	\$252,467.75	\$51,400.88	\$2,368.60	\$0.00	\$25,150.65	\$227,317.10	90.04%	90.98%	
Total All	\$153,005,889.23	\$918,263.85	\$153,924,153.08	\$2,313,224.88	\$177,249.12	\$624.96	\$5,991,344.41	\$147,932,808.67	96.11%	96.22%	

Williamson County RFM	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	\$70,080.72	\$10,006,368.38	\$148,141.11	\$9,836.44	\$3.60	\$309,309.24	\$9,697,059.14	96.91%	97.01%	97.63%
2009 & Prior	\$167,209.30	(\$10,184.66)	\$157,024.64	\$6,017.77	\$1,704.33	\$61.43	\$111,866.02	\$45,158.62	28.76%	29.84%	
Rollbacks	\$11,721.18	\$5,786.46	\$17,507.64	\$3,452.75	\$161.90	\$0.00	\$2,204.13	\$15,303.51	87.41%	88.34%	
Total All	\$10,115,218.14	\$65,682.52	\$10,180,900.66	\$157,611.63	\$11,702.67	\$65.03	\$423,379.39	\$9,757,521.27	95.84%	95.96%	

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	\$162,536,633.76	\$584,516.61			
Nov-10	\$163,121,150.37	\$981,991.23	\$164,103,141.60	\$8,057,873.41	\$32,723.92	\$3,125.73	\$155,457,625.85	\$8,645,515.75			
Dec-10	\$164,103,141.60	\$92,539.95	\$164,195,681.55	\$86,482,093.28	\$30,482.50	\$936.52	\$69,067,136.00	\$95,128,545.55			
Jan-11	\$164,195,681.55	(\$89,753.52)	\$164,105,928.03	\$57,800,443.44	\$32,064.03	(\$71,489.97)	\$11,248,429.01	\$152,857,499.02			
Feb-11	\$164,105,928.03	\$10,399.06	\$164,116,327.09	\$2,322,842.19	\$161,669.55	\$38,462.23	\$8,897,523.65	\$155,218,803.44			
Mar-11	\$164,116,327.09	(\$11,273.35)	\$164,105,053.74	\$2,470,836.51	\$188,951.79	\$689.99	\$6,414,723.80	\$157,690,329.94			

Property Tax Refunds – Over \$2,500.00 – March 2011 Commissioners Court - Regular Session

Date: 04/19/2011
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 March 2011 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds Mar 11](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 04/11/2011 02:45 PM
Final Approval Date: 04/13/2011



Date: April 11, 2011

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:

1801 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

11:20 AM

04/11/11

Accrual Basis

Property Tax Account QuickReport As of March 31, 2011

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	3/1/2011	39248	HSAD 183 AUSTIN LP	R406485 - 2009 Agreed Judgment	-11,588.14
Check	3/1/2011	39341	Western Multifamily	R406485 - Overpayment	-21,806.34
Check	3/1/2011	39358	Castlerock Communities	R406647 - Double payment	-3,003.70
Check	3/1/2011	39138	NORTHFORK PLAZA SHOPPING CE...	R056800 - 2008 & 2009 Agreed Judgment	-19,620.86
Check	3/6/2011	39359	Williamson County Tax Office	R419151 - 2010 Supplement #7	-2,961.00
Check	3/6/2011	39364	BAC Tax Services Corporation	Multiple Accounts - Double payments	-6,954.11
Check	3/6/2011	39366	Scott Felder Homes	Multiple Accounts - Double payments	-4,332.24
Check	3/6/2011	39387	CoreLogic Tax Services LLC	R072737 - Double payment	-9,076.82
Check	3/6/2011	39396	Lennar Homes of Texas Land & Constr.	Multiple Accounts - Double payments	-6,533.60
Check	3/9/2011	39418	Williamson County Tax Office	R415022 - Overpayment	-3,593.75
Check	3/24/2011	39435	Williamson County Tax Office	R481554 - Double payment	-2,800.00
Check	3/25/2011	39438	BAC Tax Services Corporation	Multiple Accounts - Double payments	-2,741.66
Check	3/25/2011	39454	Lookout Development Group, L.P.	Multiple Accounts - Double Payments	-3,579.24
Check	3/25/2011	39457	David Weekley Homes	Multiple Accounts - Double payments	-2,617.71
Check	3/27/2011	39464	Double J Investments, LP	R020716 - Double payment	-5,981.87
Check	3/27/2011	39465	Pulte Homes of Texas LP	R456956 - Double Payment	-41,009.80
Check	3/27/2011	39481	JJSM Development, Inc	R011081 - Double Payment	-17,967.98
Check	3/27/2011	39485	Glemco, Inc.	P329732 - Overpayment	-8,313.89
Check	3/27/2011	39486	Williamson County Tax Office	P329732 - In Lieu of Taxes - Freeport	-3,066.46
Check	3/27/2011	39461	Caballo Ranch Investment LP	Multiple Accounts - Double payments	-8,907.30
Check	3/27/2011	39488	KB Home Austin	Multiple Accounts - Over & Double payme...	-18,963.92
Check	3/27/2011	39495	Gracy Title, a Stewart Company	Multiple Accounts - Overpayments	-3,856.51
Check	3/27/2011	39497	Meyer Enterprises, Inc	R467785 - Double payment	-4,521.26
Check	3/27/2011	39507	Dru Nell Maxwell	R032602 - Double payment	-5,484.20
Check	3/27/2011	39508	Jean Chih Chin Chen	R406718 - Overpayment	-3,186.23
Check	3/27/2011	39513	Sunshine Retirement Living LLC	P333803 - Double payment	-2,806.67
Check	3/27/2011	39523	BAC Tax Services Corporation	R402720 - Overpayment	-5,349.99
Total Refunds Payable - Taxpayers					-230,625.25
TOTAL					<u>-230,625.25</u>

21

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Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

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: Patrick Strittmatter Started On: 04/13/2011 10:17 AM
Final Approval Date: 04/13/2011

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

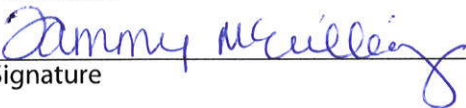
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	misc computer/telecom items (see attached list)			Non-Working

Parties involved:**FROM** (Transferor Department): Technology Services
**Transferor - Elected Official/Department Head/
Authorized Staff:**

Tammy McCulley

Print Name



Signature

April 7, 2011

Date

Contact Person:

Tammy McCulley

Print Name

+1 (512) 943-1455

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.)

Tony Hill

Print Name

Signature

April 7, 2011

Date

Contact Person:

Tony Hill

Print Name

+1 (512) 943-3314

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 _____

Auction List 4/7/11

<u>Item</u>	<u>Model #</u>	<u>Serial #</u>
AVAYA S8700MS MEDIA SERVER	S8700MS	ADTB3352951
AVAYA S8700MS MEDIA SERVER	S8700MS	ADTB3322449
NORTHERN TELECOM MEREDIAN NORSTAR PHONE SYSTEM	M8X24-DS	0402699029
NORTHERN TELECOM MEREDIAN NORSTAR PHONE SYSTEM	M8X24-DS	0400149322
2 BOXES MISC PHONES (OLD/BROKEN)		
AVAYA VOICEMAIL SYSTEM	MAP/5P	20207230144
AVAYA VOICEMAIL SYSTEM	MAP/5P	20401140028
DELL DIM 4400 PC		8QVL911
DELL DIM 4400 PC		6LVL911
DELL DIM 4400 PC		39JN911
DELL DIM 4400 PC		7NVL911
DELL DIM 4400 PC		JLVL911
DELL DIM 4400 PC		GNVL911
DELL DIM 4500 PC - COUNTY ASSET #C01058		DBDHV11
DELL DIM 4550 PC		GN5XG21
DELL DIM 4600 PC		3P20L31
DELL DIM 4600 PC		HC13W41
DELL DIM 4600 PC		4YMRK31
DELL POWEREDGE 1300 SERVER		2FQK0
DELL CRT MONITOR	E773S	CN-0N8176-47609-583-FFGW
LUCENT CRT MONITOR	MAX900	97ST02024275
LUCENT CRT MONITOR	MAX900	15917701488
AT & T CRT MONITOR	34TL	M64L0007529
LUCENT CRT MONITOR	MAX900	12C16400851
DELL CRT MONITOR	E771A	MY-08J854-46632-215-83A2
DELL CRT MONITOR	M782P	CN-01K525-47803-2B4-GGCW
DELL CRT MONITOR	7134T	JVP7134T
DELL CRT MONITOR	M782P	CN-01K525-47803-2B4-GHLS
DELL CRT MONITOR	E771A	MY-08J854-46632-216-83QP
DELL CRT MONITOR	M781S	MY-058VYR-47603-183-E900
DELL CRT MONITOR	M782P	MX-01K525-47801-292-G197
WYSE CRT MONITOR	WY65	0QW17500812
DELL CRT MONITOR	828F1	22794F4U9L49
DELL CRT MONITOR	E771A	MY-08J854-46632-215-839U
DELL CRT MONITOR	E771A	MY-08J854-46632-213-80MW
DELL CRT MONITOR	E771A	MY-08J854-46632-215-83F9
DELL CRT MONITOR	M782P	CN-01K525-47803-2B4-GGC6
DELL CRT MONITOR	E773C	CN-0P0151-64180-42E-0BW7
BROTHER FAX MACHINE	MFC5550ML	863412725
APC BACKUPS	CS350	AB0212129407
APC BACKUPS	XS1500	JB0247035456
TRIPPLITE BATTERY BACKUP	325	F01631551
TRIPPLITE BATTERY BACKUP	450	9505510

TRIPPLITE BATTERY BACKUP	325	D02198209
TRIPPLITE BATTERY BACKUP	PERS450	F02612148
HP DESKJET 6127 PRINTER		MY4AJ4B0D7
BROWN WOODEN PRINTER DESK		
BROWN ROLLING CHAIR - NO ARMS (BROKEN)		
GRAY ROLLING TASK CHAIR W/ARMS (BROKEN)		
RED TOOL BOX		
MILWAUKEE 1/2" HAMMER DRILL		897C702221350
16 MISC KEYBOARDS		
5 MISC MICE		
PALLET OF MISC CABLE	CAT5/CAT5E	
SENTRY 1250 FIREPROOF SAFE		G565643
OKIDATA 321 9-PIN PRINTER	OKI321	309C0501926
INTEL 510T SWITCH		3872B064
INTEL 210T HUB		SFGL8500413
INTEL 330T HUB		HOHW219000152
PAIRGAIN HDSL MODEM		001199003337
PAIRGAIN HDSL MODEM		00146900008
PAIRGAIN HDSL MODEM		001309000065
DELL DOCKING STATION	7345U	00065B34467F
ONE AC POWER SUPPLY		8939-6230
ONE AC POWER SUPPLY		9333-0229
HP HUB	8TXE	246043-000
AT&T PHONE		98SP33292427
KRONOS TIME CLOCK		R000004901
KRONOS TIME CLOCK		L000411856
KRONOS TIME CLOCK		L000411848
KRONOS TIME CLOCK		R0000028425
KRONOS TIME CLOCK		L000411861
KRONOS TIME CLOCK		J000015451
KRONOS TIME CLOCK		L000411847
KRONOS TIME CLOCK		L000411857
KRONOS TIME CLOCK		L000411850
KRONOS TIME CLOCK		L000411858
KRONOS TIME CLOCK		L000411854
KRONOS TIME CLOCK		L000411851
KRONOS TIME CLOCK		L000411868
KRONOS TIME CLOCK		L000411849
KRONOS TIME CLOCK		R000019451
KRONOS TIME CLOCK		R000124018

Williamson County

Asset Status Change Form

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 ☐ 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	StorageTek fiber switch	903000807373		Non-Working
2	Brocade silkorm 3200 switches	GA030015922 / GA030035690		Non-Working

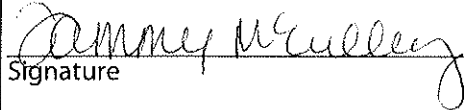
Parties involved:**FROM** (Transferor Department): Technology Services
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name



April 5, 2011

+1 (512) 943-1455

Signature

Date

Phone Number

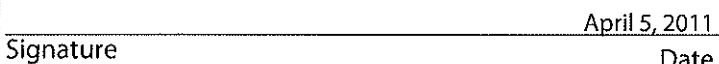
TO (Transferee Department/Auction/Trade-in/Donee): Auction**Transferee - Elected Official/Department Head/**
Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-in, no signature is necessary.)
Contact Person:

Tony Hill

Tony Hill

Print Name

Print Name



April 5, 2011

+1 (512) 943-3314

Signature

Date

Phone Number

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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

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☒ 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)
2	Intel 330 hubs	SWH199000179 SWH100000479 / HHW108000640		Non-Working

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

Tammy McCulley

Tammy McCulley

Print Name

Print Name



April 6, 2011

+1 (512) 943-1455

Signature

Date Phone Number

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

Tony Hill

Tony Hill

Print Name

Print Name

Signature

April 6, 2011

+1 (512) 943-3314

Date Phone Number

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Williamson County

Asset Status Change Form

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☒ 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			Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:
FROM (Transferor Department): 560 Law Enforcement

Transferor - Elected Official/Department Head/Authorized Staff:

LC Marshall

Print Name

Contact Person:

Paul Swisher

Print Name

Signature

April 6, 2011

Date

+1 (512) 943-1349

Phone Number

RECEIVED
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

Date

Phone Number

 APR -7 2011
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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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)
26	Gun Locks	n/a	n/a	non-working
4	Proguard AR Rifle Rack	n/a	n/a	non-working
9	Proguard Shotgun Stand	n/a	n/a	non-working
10	Motorola Vehicle Radio Cables (obsolete)	n/a	n/a	non-working
4	Motorola Spectra Astro Systems 900 (obsolete)	HLN1185D	n/a	non-working
10	Motorola microphone NMN6244B	n/a	n/a	non-working
10	Motorola Leather Radio Pouch NTN8038A	n/a	n/a	non-working
1	Motorola Battery Charger NLN8858A	n/a	n/a	non-working
1	V-Con Code 3 Model 3672L4	67931	n/a	non-working
1	V-Con Code 3 Model 3680	n/a	n/a	non-working
1	Arrowstik Code 3 S99114	96011505	n/a	non-working
1	Arrowstik Code 3 S99114	94102829	n/a	non-working
1	Federal Signal Corp Interceptor 400 PA400SS Siren	4CSAE111	n/a	non-working
1	Federal Signal Corp Smart Siren SS2000SM	SSMBB207	n/a	non-working
1	Sony Camcorder CCD-F36	20161	00499	non-working
1	Ikelite Underwater Camera Housing (obsolete)	n/a	n/a	non-working
1	Catch-Pole	n/a	n/a	non-working
1	Samsung Syncmaster 940MW	D019NCGL803228F	n/a	non-working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

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
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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			Working
				Working
				Working
				Working
				Working

Parties involved:**FROM** (Transferor Department): 560 Law Enforcement**Transferor - Elected Official/Department Head/****Authorized Staff:**

LC Marshall

Print Name



Signature

March 7, 2010

Date

Contact Person:

Paul Swisher

Print Name

+1 (512) 943-1349

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

RECEIVED

APR - 7 2011

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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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	Canon Zoom Lens	161663	n/a	working
1	Olympus Stylus 80 35mm Camera	4349779	n/a	working
1	Olympus Stylus 80 35mm Camera	4344415	n/a	working
1	Olympus Stylus 80 35mm Camera	4349862	n/a	working
1	Olympus Stylus 80 35mm Camera	4349774	n/a	working
1	Polaroid One Step Camera	C3D1914VKDC	n/a	working
1	Polaroid One Step Camera	A7F0GGE2VAGA	n/a	working
1	Polaroid One Step Camera	M0A34771NH	n/a	working
1	Polaroid One Step Camera	D8BB4JELVDDA	n/a	working
1	Polaroid One Step Camera	D8AB3T6HVDDA	n/a	working
1	Canon EOS Rebel X 35mm Camera	5809313	00357	working
1	Canon EOS Rebel X 35mm Camera	2005882	n/a	working
1	Canon EOS Rebel X 35mm Camera	3509993	n/a	working
1	Canon EOS Rebel X 35mm Camera	3302767	n/a	working
1	Canon EOS Rebel X 35mm Camera	3510714	n/a	working
1	Canon EOS Rebel X 35mm Camera	0403629	01067	working
1	Canon EOS Rebel X 35mm Camera	1301906	00622	working
1	Canon EOS Rebel X 35mm Camera	7931497	n/a	working
1	Canon EOS Rebel S 35mm Camera	4607886	00317	working
1	Kodak Carousel 4400 Projector	31541083	00564	working
1	Olympus D-320L Camera	22026645	00460	non-working
1	Samsung L100 8.2MP Camera	CJ41C90Q449638W	01840	non-working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Williamson County

Asset Status Change Form

Print Form

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- ☐ TRANSFER bet ween county departments
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 ☐ 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	MDE9206YW Dryer/Maytag	10611179SU		Working
1	11022422100 Washer/Kenmore	CM0761085		Working

Parties involved:**FROM** (Transferor Department): Sheriff Office/ Lott Training**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ 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)
3	Class A Pants (torn, stains, buttons missing)	n/a	n/a	Non-Working
5	Class A Shirts s/s (faded, buttons missing)	n/a	n/a	Non-Working
4	L/S Tactical Shirts (torn, faded, stains)	n/a	n/a	Non-Working
31	S/S Tactical Shirts (stains, faded, buttons missing)	n/a	n/a	Non-Working
	***** all insignias have been removed *****			

Parties involved:
FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/
Authorized Staff:

L.C. Marshall

Print Name

Signature

Contact Person:

Tammy Hill #12015

Print Name

+1 (512) 943-1324

Phone Number

March 21 2011

Date

RECEIVED

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

Contact Person:

Print Name

Phone Number

Date

 APR - 7 2011
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Asset List:

[illegible]

Williamson County

Asset Status Change Form

Print Form

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☒ SALE at the earliest auction * ☐ DONATION to a non-county entity ☐ DESTRUCTION due to Public Health / Safety

Asset List:

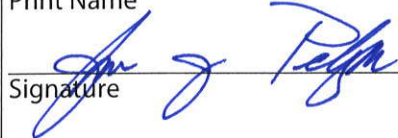
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Deskjet 950C Printer	HP 6428A MY02F121SG		Non-Working
1	DELL AXIM X50			Non-Working
1	DELL Charging Station	TW-OT6214-72371-48H-051F		Non-Working
1	DELL Monitor	CN 0CC 352-64180-6BR-0F1S		Non-Working

Parties involved:**FROM** (Transferor Department): Juvenile Services
**Transferor - Elected Official/Department Head/
Authorized Staff:**

John Pelczar

Print Name

Signature


Contact Person:

Cheryl Wright

Print Name

943-3252

Date 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

Print Name

Phone Number

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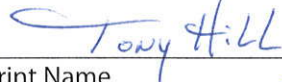
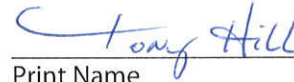
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell F/P monitor 17"	CN-044299-71618-59P-CA66	-	working
1	Dell F/P monitor 19"	CN-000388-71618-68B-AB57	-	working

Parties involved:FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name



3-29-11

943-3314

Signature

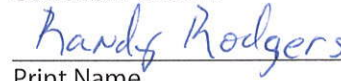
Date Phone Number

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

Transferee - Elected Official/Department Head/

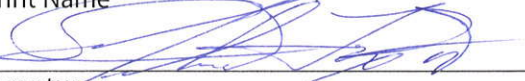
Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name




Signature

Date Phone Number

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

Discuss and take action on Road Closure on CR 100. Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Rachel Rull
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on Road Closure on CR 100 for the filming of the IMAX Movie, Flight of the Butterflies on April 21st. Cars can be detoured on CO RD 106, if needed, while traffic is held. There will be about 40 people on site while filming a picture vehicle traveling CR 100 and crossing the low water crossing. The contact is Paul Knaus, Location Assistant for Flight of the Butterflies. This has been through the road closure process.

Background

Fiscal Impact

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

Attachments

Link: [CR100 closure Map](#)

Form Routing/Status

Form Started By: Terri Countess
 Started On: 04/14/2011 08:49 AM
 Final Approval Date: 04/14/2011

**Flight of the Butterflies
FOTB Productions, INC
Permit Map
4/12/11**

THURSDAY, APRIL 21st, 2011 – 3AM - 2PM
(Subject to change do to weather and production schedules)
****We will not be there the whole time requested****



Key

Williamson County Sheriff ITC:



SET: CR 100 Low Water Crossing Bridge:



- 1. Intermittent Traffic Control, on CO RD 100 from Hwy 29 to McShepherd Rd, as indicated on map. Traffic can be detoured to CO RD 106, if needed.**

QUESTIONS/CONCERNS:

Contact Paul Knaus @ 512.633.8574 or Mark Jarrett @ 512.656.0670

Consider and take appropriate action regarding the retirement of Greg Bergeron

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding a resolution honoring Greg Bergeron for 17 years of service to the citizens of Williamson Couty, Texas upon his retirement.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lydia Linden Started On: 04/13/2011 01:50 PM
Final Approval Date: 04/13/2011

2006 Road Bond Project Budget Transfers - Right of Way Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing budget transfers in the 2006 Road Bond recommended by Mike Weaver, Road Bond Manager to move \$3,169,857.13 from (P180) Right of Way to following projects: \$1,958,602.99 (P149) SH 195, \$13,224.09 (P175) Chandler Road, \$1,168,843.35 (P196) Ronald Reagan Ph IV, \$10,950.00 (P211) Ronald Reagan Ph III and \$18,236.70 (P217) SH 29 Safety Improvements.

Background

Periodically funds need to be moved out of Right of Way to the appropriate project to capture all the expenses of a particular project. The right of way project was a fund set up as right of costs associated with road bond projects encompassed an uncertain budget.

Fiscal Impact

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

Attachments

Link: [Right of Way Transfer April 2011](#)

Form Routing/Status

Form Started By: Pam Navarrette
 Started On: 04/13/2011 10:53 AM
 Final Approval Date: 04/13/2011

RIGHT OF WAY THROUGH MARCH 2011										
GL Period	Project	Award #	Vendor Name	PCT	Project Reclass to	Batch ID#	Check#	Cost	Expenditure Type	Exp Comment
FEB-2011	P180	2006 ROAD BOND	CCIM PARTNERSHIP	3	P149	01/27/11KEB1	344797	\$60,500.00	Right of Way	SH 195 PARCEL 121-RELOCATION CLAIM FOR MOVING EXPENSES
NOV-2010	P180	2006 ROAD BOND	GEORGETOWN TITLE CO	3	P149	11/11/10DF	340607	\$281,584.95	Right of Way	ROW, 5.821 AC, 2.936 AC, 1.199 AC & 14.94 AC OUT OF WASHINGTON REESE SURVEY, SH 195 PARCEL 56/HAYDON
DEC-2010	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	12/16/10KEB	343215	\$1,565,368.87	Right of Way	PARCEL 101 (PART 1 ONLY)-ROW ACQUISITION 46.573 AC, SH 195 SEC 4
FEB-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	01/27/11KEB1	345033	\$7,238.85	Right of Way	ROW, 0.155AC, PARCEL 119-CTSUB EASEMENT
FEB-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	01/27/11KEB1	345032	\$7,238.85	Right of Way	ROW, 0.155AC, PARCEL 119-PEC EASEMENT
FEB-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	02/03/11KEB	345373	\$268.60	Right of Way	TITLE POLICY FEE, SH195 PARCEL 128/SYBERT-PEC EASEMENT
FEB-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	02/17/11KEB1	346101	\$34,073.90	Right of Way	ROW, .1553 ACRES WATERLINE, SH 195 SECTION 4-PARCEL 124B-JYKM (CTSUB EASEMENT ONLY)
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	03/10/11KEB	347187	\$578.92	Right of Way	SH 195 SEG 4, PARCEL 123.HARDAGE-CHISHOLM TRAIL SUD EASEMENT TITLE POLICY
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	03/10/11KEB	347186	\$826.15	Right of Way	SH 195 SEG 4, PARCEL 123.HARDAGE-PEC EASEMENT TITLE POLICY
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P149	03/10/11KEB	347188	\$923.90	Right of Way	SH 195 SEG 4, PARCEL 124A/PARKS-CHISHOLM TRAIL SUD EASEMENT TITLE POLICY
MAR-2011	P180	2006 ROAD BOND	JERRY W ROZNOVAK	4	P175	02/24/11KEB1	346306	\$500.00	Right of Way	CHANDLER III A, PARCEL 9E-ROZNOVAK DRAINAGE EASEMENT-LETTER AGREEMENT
FEB-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	4	P175	02/17/11KEB1	346100	\$3,493.35	Right of Way	ROW, .070 ACRES, JAMES EAVES SURVEY, AW0213, CHANDLER IIIA-PARCEL 13/GORDON
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	4	P175	03/03/11KEB2	346789	\$9,230.74	Right of Way	ROW, 0.637 AC PARCEL 12/GIBICH CHANDLER III A
FEB-2011	P180	2006 ROAD BOND	SLADE SULLIVAN	3	P196	02/03/11KEB	345350	\$753,570.00	Right of Way	POSSESSION & USE AGREEMENT, RONALD REAGAN PHASE IV, PARCEL 2-SULLIVAN
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P196	03/03/11KEB2	346787	\$53,423.40	Right of Way	ROW, 1.16AC, 1.99 AC, PARCEL 15 PART 1 (IRVINE) RONALD REAGAN PHASE IV
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P196	03/03/11KEB2	346788	\$272,493.65	Right of Way	ROW, 13.80 AC, 2.16 AC, 5.20 AC, PARCEL 13 (IRVINE), RONALD REAGAN PHASE IV
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	3	P196	03/03/11KEB2	346786	\$89,356.30	Right of Way	ROW, 7.69 AC, PARCEL 14 (IRVINE) RONALD REAGAN PHASE IV
MAR-2011	P180	2006 ROAD BOND	CHISHOLM TRAIL SUD	3	P211	03/03/11KEB1	346547	\$10,950.00	Right of Way	IMPACT TAP APP & INSPECTION FEES, RONALD REAGAN/PARMER, PHASE 2, WEDEMEYER TRACT (2) WATER TAPS
DEC-2010	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	CC	P217	12/01/10KEB8	342383	\$10,893.35	Right of Way	ROW, 0.26 AC OUT OF THE NOAH SMITHWICK SURVEY, SH 29 SAFETY BYPASS PROJECT-PARCEL 2
MAR-2011	P180	2006 ROAD BOND	TEXAS AMERICAN TITLE CO	CC	P217	02/24/11KEB	346413	\$4,743.35	Right of Way	ROW 0.025AC, SH 29/CR 260 PARCEL 1(LEE), SAFETY PROJECT
MAR-2011	P180	2006 ROAD BOND	WILLIAMSON CTY CLERK	CC	P217	03/03/11KEB2	346826	\$2,600.00	Right of Way	SPECIAL COMMISSIONERS AWARD, PARCEL 3 (BEDWELL), SH 29 SAFETY PROJECT CR 266
								\$3,169,857.13		
	Project#	PCT	Total Amount to Reclass							
	P149	3	\$1,958,602.99							
	P175	4	\$13,224.09							
	P196	3	\$1,168,843.35							
	P211	3	\$10,950.00							
	P217	CC	\$18,236.70							
			\$3,169,857.13							

2006 Road Bond Budget Transfer Request Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing budget transfer in the 2006 Road Bond recommended by Mike Weaver, Road Bond Manager to allocate \$36,200,000.00 (of the \$76,800,00.00 bond issuance received on April 11, 2011) to the following projects: \$17,000,000.00 Ronald Reagan IV (P196), \$2,000,000.00 Seward Junction Loop (P233), \$10,000,000.00 Ronald Reagan III (P211), \$4,500,000.00 Hero Way (P232), \$1,500,000.00 CR 185/New Hope and \$1,200,000.00 Arterial A Phase I (P150).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Mike Weaver 2006 Road Bond Allocation Memo](#)

Form Routing/Status

Form Started By: Pam Navarrette
Started On: 04/13/2011 11:06 AM
Final Approval Date: 04/13/2011

Pam Navarrette

From: Marie Walters <marie@primestrategies.net>
Sent: Monday, April 11, 2011 4:43 PM
To: Pam Navarrette
Cc: Mike Weaver
Subject: Williamson County 2006 Road Bond Proceed Allocations

Hi Pam,

Below are 2006 road bond proceeds allocations for the April 19th Commissioners Court Agenda:

- \$17,000,000.00 to P-196 Reagan-4
- \$2,000,000.00 to P-233 Seward Junction Loop
- \$10,000,000.00 to P-211 Reagan-3
- \$4,500,000.00 to P-232 Hero Way
- \$1,500,000.00 to P-172 CR 185/New Hope
- \$1,200,000.00 to P-150 Arterial A-Ph.1

Let me know if you have any questions or if anything comes up.

Thanks,

Marie R. Walters



Prime Strategies, Inc.
(512) 637-6849 DIRECT LINE
(512) 299-7351 CELL

From: Marie Walters
Sent: Monday, April 11, 2011 10:56 AM
To: 'Pam Navarrette'
Cc: Mike Weaver
Subject: Memo from Mike Weaver re: 2001 Road Bond Budget/Transfers

For April 19th Commissioners Court Agenda.

Marie R. Walters



Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 MAIN LINE
(512) 445-7064 FAX
(512) 637-6849 DIRECT LINE
(512) 299-7351 CELL

2001 Road Bond Transfer Request

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing 2001 Road Bond Transfer per recommendation of Mike Weaver, Road Bond Manager to allocate \$7,510,758.05 to SH45/O'Connor Frontage Roads (P197) from the following projects: \$1,244,798.37 P149 (SH 195), \$70,000.00 Hutto Pedestrian Bridge (P152), \$2,853,755.80 IH-35 Ramps (P154), \$656,166.93 FM 1431 (P186), \$66,766.05 IH-35/Reagan Interchange (P190), \$28,453.07 Ronald Reagan Ph IV (P196), \$1,954,253.23 Ronald Reagan Ph III (P211), \$300,000.00 CR 170 (P213), and \$336,564.60 Non Departmental unallocated interest (P92). In addition, consider authorizing transfer in the amount of \$575,000.00 from IH-35 Ramps (P154) to SH45/O'Connor Frontage Roads (P197).

Background

The County needs to fund \$7,500,000.00 on SH 45/O'Connor project to honor an agreement with TXDOT to construct the road.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2001 Road Bond Allocations April 2011](#)

Form Routing/Status

Form Started By: Pam Navarrette
 Started On: 04/13/2011 01:09 PM
 Final Approval Date: 04/13/2011

Memo

To: Pam Navarrette
Williamson County Auditor's Office

From: Michael J. Weaver

Date: 4/11/2011

Re: 2001 Road Bond Budget/Transfers

Please place the following transfers on the April 19, 2011 Commissioners Court agenda. These transfers will allow the County to close out the 2000 Road Bond funds over the next 60 days.

- \$1,244,798.37 from P149 (SH195 ROW) to P197 (SH45/O'Connor frontage roads)
- \$70,000.00 from P152 (Hutto Pedestrian Bridge) to P197 (SH45/O'Connor frontage roads)
- \$575,000.00 from P154 (I-35 Ramps) to P219 (Great Oaks Ext.)
- \$2,853,755.80 from P154 (I-35 Ramps) to P197 (SH45/O'Connor frontage roads)
- \$656,166.93 from P186 (FM1431) to P197 (SH45/O'Connor frontage roads)
- \$66,766.05 from P190 (IH35/Reagan interchange) to P197 (SH45/O'Connor frontage roads)
- \$28,453.07 from P196 (Reagan Ph.4) to P197 (SH45/O'Connor frontage roads)
- \$1,954,253.23 from P211 (Reagan Ph.3) to P197 (SH45/O'Connor frontage roads)
- \$300,000.00 from P213 (CR170) to P197 (SH45/O'Connor frontage roads)
- \$336,564.60 from P92 (GO 2001) to P197 (SH45/O'Connor frontage roads)

These transfers should move \$7,510,758.05 to P197 (SH45/O'Connor frontage roads). The County needs to fund \$7,500,000.00 per the TxDOT agreement on the SH45/O'Connor project.

The Court approved the Great Oaks extension agreement on April 5th. The Great Oaks funds will be placed in escrow in the next several weeks.

The City of Cedar Park is requesting the balance of the CR 185/New Hope road funding per the ILA. And engineering work continues on CR 170.

Please let me know if you have any questions.

Weber-Silbiger Counseling Contract Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Scott Matthew
Department: Juvenile Services
Contract Oversight:
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on counseling contact with Catherine Weber-Silbiger, LPC Intern

Background

Previously these counseling services were provided through contract by Jessica Hernandez. Due to her separation with the department we are requesting that these services now be provided by Catherine Weber-Silbiger.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Weber-Silbiger Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	04/07/2011 02:52 PM	APRV
2	Jim Gilger	Jim Gilger	04/07/2011 03:38 PM	APRV
3	Budget	Ashlie Koenig	04/11/2011 04:17 PM	APRV
4	County Judge Exec Asst.	Wendy Coco	04/13/2011 08:16 AM	APRV

Form Started By: Robyn Murray
 Started On: 04/07/2011 02:03 PM
 Final Approval Date: 04/13/2011

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

CATHERINE WEBER-SILBIGER
LICENSED PROFESSIONAL COUNSELOR-INTERN

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Catherine Weber-Silbiger ("Service Provider"). Services will be provided in department offices as well as in probationer home and community settings.

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to provide mental health services to youth, caregivers, parents, and family members on supervision with the department as well as consultation and training in mental health topics for department employees.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for six months, commencing April 1, 2011, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III
SERVICES

- 3.01 Service Provider will perform the following services:

- Individual, family, and group counseling;
- In-home counseling services;
- Mental health assessment/evaluation;
- Case Management;
- Program Development;
- Staff Training;
- Parent Enrichment/Training

**ARTICLE IV
EVALUATION CRITERIA**

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating documentation in Caseworker and confidential mental health notes
 2. Timeliness of generating monthly Progress Reports
 3. Accuracy of written reports
 4. Number of youth/families served who successfully complete the Preservation program
 5. Number of youth served who do not re-offend within six months of completion of program
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V
COMPENSATION**

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of **\$20 per hour** for services provided. Total services will not exceed an average of 30 hours per week for the 6-month period in FY 2011, and the 12-month period in FY 2012.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days

following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE VIII
DUTY TO REPORT**

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
 - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

**ARTICLE IX
DISCLOSURE OF INFORMATION**

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history.

For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XVIII
REPRESENTATIONS & WARRANTIES**

18.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX
TEXAS LAW TO APPLY**

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

**ARTICLE XX
VENUE**

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

**ARTICLE XXI
ADDITIONAL TERMS**

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.
- 21.04 Service Provider will be authorized to use county vehicles for transportation to appointments as well as transport of youth on supervision with Williamson County Juvenile Services. For this reason, Service Provider shall maintain applicable automobile insurance and will abide by all rules and regulations in the county Vehicle Use Policy.

ARTICLE XXII
LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

Catherine Weber-Silbiger
Licensed Professional Counselor-
Intern

BY: _____
Judge Dan Gattis
Williamson County Judge

BY: Catherine Weber-Silbiger
Catherine Weber-Silbiger
8600 N. 620 FM #2037
Austin, TX 78726

DATE: _____
As Authorized by Williamson County
Commissioners Court

DATE: 3-18-11

Carswell Counseling Contract

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Scott Matthew
Department: Juvenile Services
Contract Oversight:
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on approving contract for Bob Carswell, LPC

Background

Formal contractual agreement to provide counseling services in satellite offices. Mr Carswell will provide individual, family and group counseling, psychological assessment, parenting groups, and mental health crisis intervention.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Carswell Counseling Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	04/07/2011 02:52 PM	APRV
2	Jim Gilger	Jim Gilger	04/07/2011 03:40 PM	APRV
3	Budget	Ashlie Koenig	04/11/2011 04:17 PM	APRV
4	County Judge Exec Asst.	Wendy Coco	04/13/2011 08:16 AM	APRV

Form Started By: Robyn Murray
 Started On: 04/07/2011 02:11 PM
 Final Approval Date: 04/13/2011

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

Robert Carswell
Licensed Professional Counselor

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Robert Carswell ("Service Provider"). Services will be provided in department offices as well as in probationer home and community settings.

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to provide mental health services to youth, caregivers, parents, and family members on supervision with the department as well as consultation and training in mental health topics for department employees.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for six months, commencing April 01, 2011, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III
SERVICES

- 3.01 Service Provider will perform the following services:
- Individual, family, and group counseling;
 - Psychological assessment/evaluation;
 - Staff Training;
 - Parent Enrichment/Training
 - Mental Health Crisis Intervention

ARTICLE IV
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Timeliness of generating documentation of services – Services are to be entered in both the Caseworker database as well as in the Mental Health notes folder no later than the end of the next working day from time of services provided.
2. Accuracy of written reports

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of **\$25 per hour** for services provided. The compensation is to be for direct client contact hours only. Total services will not exceed an average of \$500 per month for the 12-month period.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
 - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

ARTICLE IX
DISCLOSURE OF INFORMATION

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where

- A. consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- B. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- C. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
ASSIGNMENT & SUBCONTRACT

11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its

agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and

- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX
TEXAS LAW TO APPLY

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

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII
LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII

PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

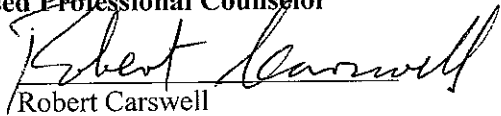
EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Judge Dan Gattis
Williamson County Judge

DATE: _____
As Authorized by Williamson County
Commissioners Court

Robert Carswell
Licensed Professional Counselor

BY: 
Robert Carswell
114 Trail Rider Way
Georgetown, TX 786

DATE: 3/25/11

STARRY Residential Contract

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Scott Matthew
Department: Juvenile Services
Contract Oversight:
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on approving contract with STARRY Residential Services

Background

First time contract with STARRY to provide short-term/emergency residential services to juveniles. The goal of this contract is to provide both pre and post-adjudication non-secure residential services to juveniles struggling with the family dynamics within the home. The hope is to provide a neutral atmosphere for juvenile services to work with the family while providing minimal disruption to the juveniles daily routine.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [STARRY Residential Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	04/07/2011 02:52 PM	APRV
2	Jim Gilger	Jim Gilger	04/07/2011 03:42 PM	APRV
3	Budget	Ashlie Koenig	04/11/2011 04:17 PM	APRV
4	County Judge Exec Asst.	Wendy Coco	04/13/2011 08:16 AM	APRV

Form Started By: Robyn Murray

Started On: 04/07/2011 02:18 PM

Final Approval Date: 04/13/2011

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and STARRY, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, STARRY, (herein referred to as the "Facility") located at 1300 N. Mays Round Rock, Texas 78664-4207

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for pre- and post-adjudication residency; and,

WHEREAS, STARRY, desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for residential placement of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with short-term residential care for children pending District Court or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 1300 N Mays Round Rock, Texas 78664-4207.

ARTICLE II
TERM

2.01 The term of this Agreement shall be from the effective date of April 1, 2011 through September 30, 2011. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

ARTICLE III
FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by licensing standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care, Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Participate in the development of the case plan led by the Juvenile Probation Department. This written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer is to be completed within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Participate in meetings to review the Individualized Treatment/Case Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment/Case Plan shall contain

the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
- H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
- L. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
- M. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.

ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure children and parent/guardian participate and complete residential placement.
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 - 3. Ensure children have a successful transition into community supervision or residential program.

- B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
 - 1. The total number of children placed in residential placement
 - 2. The total number of children unsuccessfully discharged from residential placement
 - 3. The total number of children who were discharged from residential placement successfully and/or were prepared to transition into their next phase of supervision
 - 4. The total number of re-referrals of children discharged from placements within (6) months after release

- C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
 - 1. Percentage of children unsuccessfully discharged from residential placement
 - 2. Percentage of children who were discharged from residential placement successfully and/or were prepared to transition into their next phase of supervision
 - 3. Percentage of children who have completed their placement and no re-referrals within six (6) months after release

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

ARTICLE V EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

ARTICLE VI
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.
3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

ARTICLE IX PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

ARTICLE X COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$115.44 per day. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. Juvenile Probation will coordinate psychiatric services for these youth.

Basic

Adequate functioning in all developmental and/or environmental areas. There may be transient difficulties, "everyday" worries, and occasional misbehavior, but would be regarded as a "normal" child; responds to "normal" discipline. The caregiver provides routine home environment with guidance and supervision to meet the needs of the child.

Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2011 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 1300 N. Mays Round Rock, Texas 78664-4207 within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

ARTICLE XI
EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and STARRY, both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to STARRY, for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

ARTICLE XII
PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the STARRY Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission. Likewise, for those children on Conditions of Release, a valid court ordered will be presented at the time of admission.

12.03 No child shall be admitted in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that STARRY, fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. As STARRY is a non-secure facility, no child will be detained in the Facility. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with STARRY.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Juvenile Probation, have said child immediately removed and transported from the Facility by a juvenile probation officer, transport officer, or detention officer of Williamson County. Williamson County shall remove such child within 48 hours of said notification.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain in residential care therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally ordered under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

ARTICLE XIII INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

ARTICLE XIV REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation Department shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

STARRY
1300 N. Mays
Round Rock, TX 78664-4207

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XVII TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Williamson County, Texas**

ARTICLE XXI
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

21.04 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief such rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XXII
LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signatures this _____ day of _____, 2011.

STARRY



Don Forrester, President

WILLIAMSON COUNTY, TEXAS

Williamson County Judge Dan Gattis

Date: _____

Date: _____

As Authorized by

Williamson County Commissioners Court

Authorized Representative

Date: _____

Consider and take appropriate action regarding a park rule that requires dogs to be on a leash in all county Parks, Trails, and Preserves.

Commissioners Court - Regular Session

Date: 04/19/2011
 Submitted By: Jim Rodgers, Parks
 Submitted For: Jim Rodgers
 Department: Parks
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding a park rule that requires dogs to be on a leash in all county Parks, Trails, and Preserves.

Background

In the past as we began developing park the County has adopted a park rule that required dog owners to have their dogs on a leash. As we have added parks we may not have specifically covered all parks. This rule seeks clarify the requirement for all county parks, trails, and preserves. The park rule would read as follows:

All pets must be kept under the owner's direct control and attached to a person or fixed object at all times by a leash not to exceed six feet in length.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers Started On: 04/14/2011 09:08 AM
 Final Approval Date: 04/14/2011

Discuss and take appropriate action on approving funding for relocation and refurbishing of a mobile home to be located at the Southwest Regional Park Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on approving funding for relocation and refurbishing of a mobile home to be located at the Southwest Regional Park.

Background

With the expansion and improvements to 183 a manufactured home is in the right of way and needs to be moved or demolished. The home was used as a realtor's show room. An opportunity exists to move the home to the South West Regional Park for a caretaker's residence. The SWRP is a very busy park and with the addition of the Quarry Splash Pad having a resident caretaker is even a greater necessity. A resident site was previously prepared with utilities immediately adjacent to the park maintenance facility with a park residence in mind. It is requested that \$55,000 from 2006 bond interest be approved to make this move and refurbishing. The following tasks are anticipated for relocating the manufactured home known as the "183 House"

Pre-move - Utility disconnect and the actual relocation,

Post move – Decking, Underpinning, anchoring, A/C (unit was stolen from site), Utility connect (water; wastewater; electrical), Insulation assessment (underneath/interior), Wiring / plumbing assessment, Siding assessment (reuse or new), roofing assessment (new or existing) and then Inside work-flooring, interior walls (add/remove), water heater, appliances, and bathroom.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 04/13/2011 03:08 PM
 Final Approval Date: 04/14/2011

Discuss and take appropriate action on awarding contract to Populous, for architectural services for East Williamson County Events Center Redevelopment

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on awarding contract to Populous, for architectural services for East Williamson County Events Center Redevelopment, RFQ# 11WCRFQ 1001

Background

On December 10, 2010. The Commissioners Court approved the authorization in the Purchasing Department to receive qualifications for architectural services for East Williamson County Events Center Redevelopment, RFQ number 11WCRFQ1001. Sixteen statements of qualifications were received by closing January 18, 2011. The evaluation team reviewed the responses to the RFQ for the conceptual plan. The top five scoring firms were interviewed. The team is recommending award of the contract to the firm Populous in the not to exceed amount of \$80,000. They meet all requirements of the RFQ including history, references and technical considerations and we have seen examples of their work. They also have a very good completion record. The references given had nothing but praise for their work. The scope of work is as follows:

Phase 1 - Research and Analysis
 Phase 2 - Development of Alternatives
 Phase 3 - Final Conceptual Design Presentation

Phase 1 - Research and Analysis

Task 1.1 - Project Initiation

- A. Provide client with a list of items needed.
- B. Client establishes a study committee with a chairman.
- C. Discuss goals and objectives.
- D. Intensive two or three-day data collection/buildings and site analysis work session in Taylor.
- E. Team evaluates all aspects of the site, the existing building, penning, and associated facilities.
- F. Between 15 and 20 site and facility analysis diagrams will be developed.
- G. Solicit user input from local officials, citizens, county staff and all user and stakeholder

groups through scheduled individual interviews.

H. Conduct a publicized open house.

I. Review scope of work, schedule, contract, and final products with client.

Task 1.2 - Physical Site Analysis

A. Prepare base map.

B. Review zoning, transportation, and county comprehensive plan.

C. Review property deeds, site survey or other legal documents.

D. Review off-site factors.

E. Review on-site factors.

Review of environment and utility issues are cursory in nature; no engineering studies are included in this proposal.

Task 1.3 - Meet with local transportation department, if applicable, to review access and other proposed long-range transportation improvements affecting the site.

Task 1.4 - Develop opportunities and constraints diagrams and review multi-purpose layouts.

Task 1.5 - Develop a list of proposed facilities.

Task 1.6 - Review meeting with the Study Committee to discuss findings to date.

Phase 2 - Development Alternatives

Task 2.1 - Develop two or three alternative concepts.

Task 2.2 - Provide order of magnitude construction cost data for the alternatives.

Task 2.3 - Refine facilities programming.

Task 2.4 - Discuss new programs, new ideas, and alternative layouts.

Task 2.5 - Coordinate work session with the Study Committee to:

A. Review alternative concepts.

B. Select preferred concept or combination of concepts.

Phase 3 - Final Master Plan & Presentation

Task 3.1 - Develop final full-color and mounted master plan.

Task 3.2 - Prepare an order of magnitude construction budget cost estimates.

Task 3.3 - Develop phasing diagrams and a design and construction schedule.

Task 3.4 - Prepare 3-D Sketch-Up aerial rendering.

Task 3.5 - Prepare three eye-level color renderings.

Task 3.6 - Review the refined concept plan, order of magnitude budget cost estimates and project phasing diagrams with the study committee.

Task 3.7 - Prepare a brief final report.

Task 3.8 - Prepare all products for the final master plan and present those to the study committee and commissioners court.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Evaluation](#)

Link: [Award letter](#)

Link: [signed agreement](#)

Form Routing/Status

Form Started By: Jim
Rodgers

Started On: 04/12/2011 07:34
AM

Final Approval Date: 04/13/2011

Williamson County Event Center Assessment of Written Proposals

[illegible]

[illegible]



Jim Rodgers
PARKS AND RECREATION DIRECTOR

Memorandum

To: Bob Space, Purchasing Director
From: Jim Rodgers, Director Parks and Recreation
Date: April 12, 2011
Subject: Award of Contract for EWCEC conceptual plan – RFQ # 11WCRFQ1001

Bob,

The evaluation team reviewed the sixteen responses to the RFQ for the conceptual plan for the East Williamson County Events Center Redevelopment, RFQ# 11WCRFQ 1001. The same team followed up by conducting interviews with the top five scoring firms. The team is recommending award of the contract to the firm Populous in the not to exceed amount of \$80,000. They meet all requirements of the RFQ including history, references and technical considerations and we have seen examples of their work. They also have a very good completion record. The references given had nothing but praise for their work.

The evaluation matrix is attached to the agenda item. Please thank Jonathan & Patrick for all of their help and should you need any further information please let me know.



WILLIAMSON COUNTY

512.260.4263 Fax 512.260.4284
jrodgers@wilco.org www.wilco.org
350 Discovery Blvd., Suite 207
Cedar Park, Texas 78613

ONE HUNDRED TWENTY (120)

SEVENTY FIVE THOUSAND and No/100 DOLLARS (\$75,000.00)
FIVE THOUSAND and No/100 DOLLARS (\$5,000.00)

Texas Comptroller Leadership Circle Gold Member Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Julie Kiley, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Recognizing the Receipt of the Texas Comptroller Leadership Circle Gold Member Award for the second year.

Background

Williamson County, again this year, received the highest distinction from the Comptroller of Public Accounts that recognizes local governments that are striving to meet a high standard for financial transparency online. "Gold" highlights those entities that are setting the bar with their transparency efforts.

New Requirements this year:

- Transparency web page accessible from the home page which will link user to the various departments concerned with financial transparency.
- Financial documents for at least the previous 3 years.
- Payment descriptions must be included within the payment registers.
- Visual representation of financial data – charts or graphs that make the financial data more easily understood by the public.

Williamson County received 19 out of a possible 20 points. Of the 16 counties currently participating in the 2011 program, this score is the highest received beating out other counties such as Collin, Harris and Fort Bend.

This award is good for one year and must be re-applied for each year meeting revised and improved criteria.

Questions may be directed to Julie Kiley in the Auditor's Office. 943-1552 or jkiley@wilco.org

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2011 Leadership Circle Awards](#)

Form Routing/Status

Form Started By: Julie Kiley Started On: 04/12/2011 10:03
AM

Final Approval Date: 04/13/2011



2
Second
Year
Award

Texas Comptroller Leadership Circle Gold Member

awarded to

Williamson County

For setting the bar for financial transparency and opening your books to the public.

The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high financial transparency online. By providing citizens with a clear, consistent picture of spending and sharing information in a user-friendly format, you are setting a strong example for other governmental entities to follow.

March 21, 2011

Legal Services

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Julie Kiley, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding employment of Dale A. Rye, Attorney at Law to represent Williamson County in relation to assisting the Williamson County Auditor with the preparation of one or more requests to the Texas Attorney General for opinions of his office, and to respond from time to time to other requests from the Auditor's Office for legal consultation regarding the responsibilities of that office; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to discretionary exemption for personnel or professional services.

Background

David Flores, County Auditor is available to answer questions.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Dale Rye](#)

Form Routing/Status

Form Started By: Julie Kiley Started On: 04/14/2011 11:53 AM
 Final Approval Date: 04/14/2011

Dale A. Rye
Attorney at Law

(512) 818-7486
(512) 863-8250
dalerye@verizon.net

April 7, 2011

EMAIL

David Flores
Williamson County Auditor
710 Main Street
Georgetown TX 78626

RE: Engagement Letter

Thank you for selecting Dale A. Rye to represent Williamson County, Texas. I appreciate the confidence you have shown in me, and look forward to the opportunity to represent the County.

I believe that a successful professional relationship begins with a mutual understanding of expectations about the services I will provide, legal fees, and other important aspects of your representation. With this in mind, it is my practice to specify my engagement arrangements with clients, and that is the purpose of this letter. I encourage open and candid communications with clients. Please let me know as soon as possible if you have questions about this letter, or if you are concerned about any aspect of the representation.

Description and Scope of the Representation: Identification of Client

Dale A. Rye is being retained to assist the Williamson County Auditor with the preparation of one or more requests to the Texas Attorney General for opinions of his office, and to respond from time to time to other requests from the Auditor's Office for legal consultation regarding the responsibilities of that office. The County is our only client in these matters. We want to clarify that Dale A. Rye does not represent any other person or entity other than as set forth above.

My representation is limited to these matters, and I have not been retained to represent the County generally or in connection with any other matter unless we modify this engagement letter by subsequent letter agreement. I understand that I am to perform all reasonable services and take all such action as may be appropriate and necessary in my professional judgment to further the County's interests in this matter.

It is understood that I am being retained to provide legal services and that I am not responsible for providing business or financial advice to the County or any of its officers or employees.

Attorneys Handling Your Representation

I will be the primary attorney handling this matter. I will consult with you before consulting with any other persons regarding your concerns.

Legal Fees

I generally charge for services based upon the time and effort devoted to the matter and the customary hourly rates of lawyers in the local community with comparable experience and skill. My hourly rate for this matter will be \$180.00. I review my billing rates annually and will let you know in advance if my hourly rates are modified.

603 San Gabriel Overlook West, Georgetown TX 78628

Costs and Expenses

In addition to legal fees, I charge for out-of-pocket costs and expenses incurred in representing you. Each statement submitted to you will detail these expenses and explain the reason for their necessity.

Payment of Fees and Expenses

My statements for fees and expenses are due upon receipt, and I expect that my monthly statements will be paid no later than 21 days after receipt. By entering into this representation agreement, you agree to timely payment of the invoice for fees and expenses related to representation.

Confidentiality

Except to the extent necessary to respond to the State Bar of Texas, or as otherwise may be required by the Texas Public Information Act or by a Court or governmental agency, the parties agree to maintain this Agreement and all communications regarding my representation of the County in confidence. The parties further agree not to disclose any matters relating to the existence of any dispute, the allegations of any such dispute, the merits or lack thereof, the outcome, status or results, whether by settlement or otherwise, to any other persons or entities, without prior written approval from both parties. Additionally, any internal communications relating to the representation shall be held to the same degree of confidentiality as mandated by this section, and shall not be discussed internally or externally. Client information and documents shall be handled in accordance with all relevant rules of professional responsibility. Breach of this covenant of nondisclosure and confidentiality shall subject the offending party to any remedies available by law.

Conclusion

Once again, I am pleased to have this opportunity to represent Williamson County in this matter. If you have any questions or concerns about any of the above, please contact me as soon as possible. If this letter accurately reflects our agreement, please sign a copy of this letter and return it to me at your earliest convenience.

Sincerely,



Dale A. Rye

AGREED AND ACCEPTED
AS OF _____, 2011.

Williamson County, Texas

By: _____

Regional Park Headquarters Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jim Rodgers
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 11WC907, Regional Park Headquarters, to the lowest and best bidder- S & G Contracting, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [S&G Bid](#)

Link: [Bid Analysis](#)

Link: [Park HQ Contract](#)

Link: [Recommendation Letter](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 04/06/2011 04:17 PM
Final Approval Date: 04/14/2011

Copy



**Williamson County Regional Park
Headquarters
Bid Number: 11WC907**

Tuesday, March 29, 2011 @ 1:30P.M.

Proposal

Presented by

**S&G Contracting, Inc.
8863 Anderson Mill Rd. Suite 108
Austin, TX 78729
Telephone (512)331.8799
Fax (512)331.8795**

Contents

Bid Bond

**Williamson County Conflict of Interest Statement
Williamson County Bid Form
Park HQ Schedule of Bid Items
Past Projects and Reference Letters**

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we S & G Contracting, Inc., 8863 Anderson Mill Road #108, Austin, Texas 78729

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

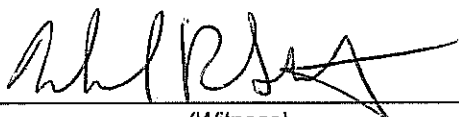
as Surety, hereinafter called the Surety, are held and firmly bound unto Williamson County, 710 Main Street, Suite 101, Georgetown, Texas 78626.

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of the Greatest Amount Bid Dollars (\$5% GAB), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

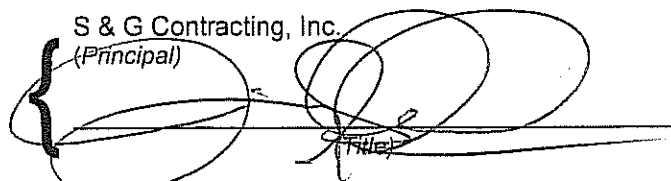
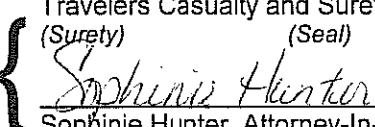
WHEREAS, the Principal has submitted a bid for Williamson County Southwest Regional Park Administration Facilities.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of March, 2011.


(Witness)


(Witness)

S & G Contracting, Inc.
(Principal)

(Title)
Travelers Casualty and Surety Company of America
(Surety) (Seal)

Sophie Hunter, Attorney-In-Fact (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223222

Certificate No. 004044424

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David C. Oxford, Steve Rickenbacher, Steven Lott, Sherrel Breazeale, and Sophinie Hunter

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of January, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

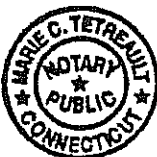


State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 19th day of January, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Jimmy S. Gibson

Name of Company:

SLG Contracting, Inc.

Date:

MARCH 29, 2011

Signature of person submitting form:

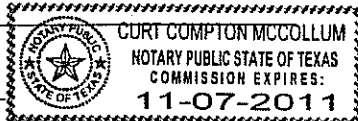
[Handwritten signature]

Notarized:

Sworn and subscribed before me

by: *Curt Compton McCollum*

on 3-29-11
(date)



WILLIAMSON COUNTY BID FORM
REGIONAL PARK HEADQUARTERS

BID NUMBER: 11WC907

NAME OF BIDDER: S&G CONTRACTING, INC

Mailing Address: 8863 ANDERSON MILL RD. SUITE 108

City: AUSTIN State: TX Zip: 78729

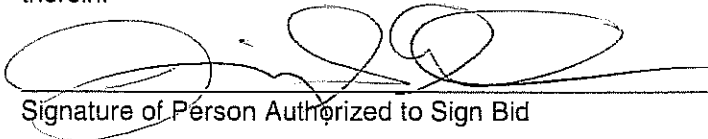
Email Address: shane@sginc.biz

Telephone: (512) 331-8799 Fax: (512) 331-8795

TOTAL BID AMOUNT (To include all costs: materials, labor, equipment, installation, delivery, possible bonds, etc):

\$609,000.00 SIX HUNDRED NINE THOUSAND DOLLARS
00/100

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Request for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.



Date: 3/27/11

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Jimmy S. Gibson - Vice President

ACKNOWLEDGEMENT OF ADDENDA

The bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, quantities, bonds, qualifications, etc.

Addendum No. 1, Date 3/10/11 Addendum No. 2, Date 3/17/11
Addendum No. 3, Date 3/25/11 Addendum No. , Date

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Regional Park Headquarters

Schedule of Bid Items

Item No.	Description (with unit price in words)	Unit Price	Total Price
BASE BID SCHEDULE			
1.01	Mobilization/General Requirements of Contract at SEVENTY SEVEN THOUSAND Dollars and 00/1.00 Cents per lump sum	77,000. ⁰⁰	77,000. ⁰⁰
1.02	Compliance with SWPPP at SIX THOUSAND Dollars and 00/1.00 Cents per lump sum	6,000. ⁰⁰	6,000. ⁰⁰
1.03	Sitework at FIFTY ONE THOUSAND EIGHT HUNDRED THIRTY NINE Dollars and 00/1.00 Cents per lump sum	51,839. ⁰⁰	51,839. ⁰⁰
1.04	Concrete at TWENTY SIX THOUSAND Dollars and 00/1.00 Cents per linear foot	26,000. ⁰⁰	26,000. ⁰⁰
1.05	Masonry at EIGHT THOUSAND SEVEN HUNDRED SEVEN DOLLARS Dollars and 00/1.00 Cents per lump sum	8,707. ⁰⁰	8,707. ⁰⁰
1.06	Metals at FIVE THOUSAND Dollars and 00/1.00 Cents per acre	5,000. ⁰⁰	5,000. ⁰⁰
1.07	Rough Carpentry at FIFTY TWO THOUSAND ONE HUNDRED THIRTY NINE DOLLARS Dollars and 00/1.00 Cents per lump sum	52,139. ⁰⁰	52,139. ⁰⁰
1.08	Prefabricated Wood Trusses at TWELVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN Dollars and 00/1.00 Cents per lump sum	12,777. ⁰⁰	12,777. ⁰⁰
1.09	Siding at FOUR THOUSAND TWO HUNDRED SIXTY FIVE Dollars and 00/1.00 Cents per lump sum	4,265. ⁰⁰	4,265. ⁰⁰
1.10	Finish Carpentry at THREE THOUSAND EIGHTY DOLLARS Dollars and 00/1.00 Cents per lump sum	3,080. ⁰⁰	3,080. ⁰⁰
1.11	Cabinetry at THIRTY THOUSAND FIVE HUNDRED DOLLARS Dollars and 00/1.00 Cents per lump sum	30,500. ⁰⁰	30,500. ⁰⁰
1.12	Weatherproofing (ROOF, SEALANTS, FOAM INSULATION) at SIXTY ONE THOUSAND EIGHT HUNDRED Dollars and 00/1.00 Cents per lump sum	61,800. ⁰⁰	61,800. ⁰⁰
1.13	Doors and Windows at THIRTY FIVE THOUSAND NINE HUNDRED FIFTEEN Dollars and 00/1.00 Cents per lump sum	35,915. ⁰⁰	35,915. ⁰⁰
1.14	Wall and Ceiling Finishes at SIXTEEN THOUSAND Dollars and 00/1.00 Cents per lump sum	16,000. ⁰⁰	16,000. ⁰⁰
1.15	Flooring & STAIN/TILE at SIXTEEN THOUSAND SEVEN HUNDRED THIRTY FOUR Dollars and 00/1.00 Cents per lump sum	16,734. ⁰⁰	16,734. ⁰⁰
1.16	Painting and Staining at NINETEEN THOUSAND FIVE HUNDRED Dollars and 00/1.00 Cents per lump sum	19,500. ⁰⁰	19,500. ⁰⁰

Regional Park Headquarters

Schedule of Bid Items

Item No.	Description (with unit price in words)	Unit Price	Total Price
1.17	Signage at <u>EIGHT HUNDRED SEVENTY DOLLARS</u> and <u>00/100</u> Cents per lump sum	<u>870.00</u>	<u>870.00</u>
1.18	Fire Extinguisher Cabinets at <u>THREE HUNDRED EIGHTY DOLLARS</u> and <u>00/100</u> Cents per lump sum	<u>380.00</u>	<u>380.00</u>
1.19	Toilet and Bath Accessories at <u>ONE THOUSAND ONE HUNDRED FIFTY</u> and <u>00/100</u> Cents per lump sum	<u>1,150.00</u>	<u>1,150.00</u>
1.20	Site Electrical at <u>FIFTY THOUSAND</u> Dollars and <u>00/100</u> Cents per lump sum	<u>50,000.00</u>	<u>50,000.00</u>
1.21	Building Electrical & FIRE ALARM at <u>FOURTY THREE THOUSAND SIX HUNDRED FIFTY</u> and <u>00/100</u> Cents per lump sum	<u>43,650.00</u>	<u>43,650.00</u>
1.22	Mechanical at <u>TWENTY NINE THOUSAND</u> Dollars and <u>00/100</u> Cents per lump sum	<u>29,000.00</u>	<u>29,000.00</u>
1.23	Plumbing Labor and Rough-Ins at <u>EIGHT THOUSAND</u> Dollars and <u>00/100</u> Cents per lump sum	<u>8,000.00</u>	<u>8,000.00</u>
1.24	Plumbing Fixtures & TOP OUT at <u>FOURTEEN THOUSAND SIX HUNDRED</u> and <u>00/100</u> Cents per lump sum	<u>14,600.00</u>	<u>14,600.00</u>
1.25	Automated Logic at <u>EIGHT THOUSAND SEVEN HUNDRED SEVENTY SIX</u> and <u>00/100</u> Cents per lump sum	<u>8,776.00</u>	<u>8,776.00</u>
1.26	Safety Fencing at <u>TWO THOUSAND</u> Dollars and <u>00/100</u> Cents per lump sum	<u>2,000.00</u>	<u>2,000.00</u>
1.27	Miscellaneous at <u>TWENTY THREE THOUSAND THREE HUNDRED EIGHTEEN</u> and <u>00/100</u> Cents per lump sum	<u>23,318.00</u>	<u>23,318.00</u>

BID SUMMARY

BID SCHEDULE NO.:

TOTAL AMOUNT CONTRACT: 609,000.00SIX HUNDRED NINE THOUSAND & 00/100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Owner reserves the right to delete certain items of work via a change order at the time of award of the contract to delete bid item quantities to reduce project cost within available funding at the time of award and execution of the contract.



Williamson County Facilities Maintenance
508 Holly Street
Georgetown, Texas 78626
512-930-4417 Fax 512-930-3313
facilities@wilco.org

March 28, 2006

This letter is in reference to S&G Contracting, Inc. S&G was contracted to paint the jail cells on the 3rd floor of the Williamson County jail. They were one of the most professional companies I have had the pleasure of dealing with. All work was done on schedule and within budget, they followed all security and safety instructions which come with a job of this nature. I look forward to having the opportunity to work with them again in the future.

Feel free to contact me with any questions.

Sincerely
Dwayne Gossett
Projects Assistant
Williamson County
512.818.0230

MAYOR
Steve Swan

MAYOR PRO TEM
Glenda Foreman

COUNCILMEMBER
Karl Ansbach
Julianne DeBower
Mike Doherty
Bob Neighbors

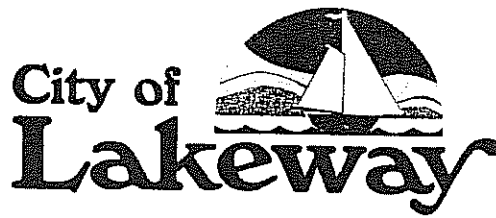
CITY ATTORNEY
W. Thomas Buckle

CITY MANAGER
Steve Jones

Assistant City Manager
Planning & Development
Sue Collyer-Potter

FINANCE DIRECTOR
Nancy Klingman

CITY SECRETARY
Carin Barber



March 22, 2006

Michael R. Stout and Jimmy S. Gibson
8863 Anderson Mill Road
Suite 108
Austin, TX 78729

Re: S&G Contracting, Inc.

To Whom It May Concern:

My name is Steve Jones, City Manager of The City of Lakeway. I have had the distinct pleasure of working with S&G Contracting, and they have proven to me their reputation for integrity, excellence, experience, and leadership as a first class organization. S&G was the contractor on our Heritage Center Project. The project was successfully completed on time and on budget due largely to the efforts of S&G.

The City of Lakeway and I are very pleased with the quality of their work and services, and would be please to use them again.

If you have any questions, please don't hesitate to contact me. I can be reached at (512) 314-7504, or at SteveJones@CityofLakeway.com

Sincerely,

Steve Jones
City Manager



Housing Authority of the City of Austin

Established in 1937

Board of Commissioners
Henry Flores, Chairman
Carl Richie, II, Vice-Chair
Charles Bailey
Kelly Roth

Executive Director
James L. Hargrove

March 25, 2006

To Whom It May Concern,

The Planning & Development Department of the Housing Authority of the City of Austin has been asked to submit a Letter of Reference for S& G Contracting, Inc., of Austin, Texas. The following is provided as a courtesy.

The Housing Authority of the City of Austin has enjoyed an excellent and productive professional relationship with S& G Contracting, Inc., over the past year. The firm has completed two, and currently wrapping a third, separate Commercial Interior Remodeling projects under tight completion time frames, for nearly \$500,000 of work in approximately 90 days working time.

All work and/or repairs have been of high quality, with conscientious and safe working practices. Proper insurance coverage, Workmen's Compensation insurance, and appropriate bonds from a U.S. Dept. of Treasury approved firm were provided. No injuries or labor disputes were incurred on any of the work.. They have interfaced well with all of our P & D team, Architect/Engineer Contractors, Construction Managers, Site Managers, and Maintenance Staff. The S&G team is experienced, courteous, reliable and professional in all aspects. Change Orders have been negotiated in a fair and impressive manner. The related Contractual paperwork received from S&G's office is always accurate, and exemplary in every detail. All required documentation, including payroll reports, etc., have always been received in a timely manner.

This office is pleased to rank the firm with some of the best Contractors we have had the privilege of working with recently, and gives a strong recommendation to any entity considering employment of S&G Contracting, Inc. Our office remains available to anyone interested in speaking with us further regarding these issues.

Sincerely,

James Teasdale
Planning & Development Manager
Housing Authority of the City of Austin
Ph: 512-477-1496, ext. 24/fax: 512-477-3979
jimt@hacanet.org



Independent Bank

March 16, 2006

Re: S & G Contracting, Inc.
Michael Stout
Shane Gibson

To Whom It May Concern:

I have banked the above referenced customers for approximately five years. They have always performed as agreed, and I consider them valuable customers of the bank.

I have extended loans to the customers up to greater than \$250,000. The borrowers have done everything they said they would over this time.

I look forward to a long lasting relationship with the above customers. Please do not hesitate to call me at anytime with any questions.

Sincerely,

Denny W. Buchanan
President/CEO

DWB/ts



4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7491

INTERNET: www.freeseandnichols.com
E-MAIL: info@freeseandnichols.com
FAX: 817-735-7491

September 24, 2010

Mr. James Johnson
S & G Contractors
8863 Anderson Mill Road, Suite 108
Austin, TX 78729

Re: Reference Letter

To whom it may concern;

Freese and Nichols are the Architect, Engineer and Construction Management firm for the City of Granite Shoals, Texas renovation of Municipal Building. The General Contractor for this project was S & G Contractors. The contractor's owners, project managers and superintendants were committed to successful completion of the project. They utilized FNI's FTP site for day to day management of documents such as submittals, payment applications, etc. successfully. Communications between contractor – A/E and client were excellent and the project progressed as planned. Changes to the project, as will occur in an existing building were handled promptly and negotiated at a reasonable rate.

We believe that S & G Contractors are a capable, honest firm with a good reputation. Please feel free to contact this office if you wish to discuss this further.

Sincerely,

Freese and Nichols, Inc.

Robert J. Kinkel
Construction Project Manager

cc:

Attachments

Austin Independent School District

Department of Construction Management



7 January 2011

Mr. Shane Gibson
S&G Contracting, Inc.
8863 Anderson Mill Road Suite 108
Austin, Texas 78729

Re: Renovations to Exterior Walls
Pearce Middle School
AISD Project No. P10-0002- Pearce
Austin, Texas

Gentlemen:

This is to express our appreciation for the work that your company performed at the referenced project for the District. This work was performed in a timely manner and, based upon the weather events since completion, has performed as intended to restore a waterproof exterior condition to a chronically leaking condition.

We particularly commend your project manager, James Johnson, for his pleasant demeanor and attention to detail in the execution of the work. We would be pleased to work with S&G again, should the occasion arise and wish you every success in your future endeavors.

Sincerely,

A handwritten signature in black ink, reading "Craig A. Estes". The signature is written in a cursive, flowing style.

Craig A. Estes
Project Manager

CC: file
James Johnson

Austin Independent School District

Department of Construction Management



May 24, 2010

S&G Contracting, Inc.
8863 Anderson Mill Rd., Suite 108
Austin, Texas 78729

Re: Letter of Recommendation

To Whom It May Concern:

This is a letter of appreciation for the outstanding work James Johnson performed as the Project Superintendent for the play field renovation work at Northwest Park and Garrison Baseball Fields, and at the Butler Softball Complex.

Areas where Mr. Johnson excelled were:

- His ability to remain on schedule subject to changes and modifications placed on him.
- Cooperation with AISD Staff, Consultants, and Facility Users during project execution.
- Proper and timely coordination of all trades & support personnel during completion & ability to properly man the job throughout project execution.
- Substantial completion inspection work was installed in accordance to the contract documents with a minimum number of deficiencies.
- Ability to timely close-out project requirements.
- Responsive & timely execution of warranty work.

I would not hesitate to select S&G Contracting, Inc. for future projects of similar scope and would again recommend that James Johnson be assigned to lead the project.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Scott A. Rouse'.

Scott A. Rouse, Senior Project Manager

sar

Cc: File

Table A

**Major Projects Under Construction
or recently completed**

Project Name	Owner	Owner's Contact Person	Phone Number	Architect	Architect's Contact Person	Phone Number	Contract Amount	Percent Complete	Scheduled completion date
Pleasant Hill Elementary School Renovations	AISSD	Debra James	512-414- 8952	Moman Architects	Mr. Moman	512-733- 1150	600,000.	100 %	Completed
Granite Shoals Municipal Building Upgrades	City of Granite Shoals	Robert Kinkel	817-731- 7413	Freeze & Nichols Architects	Robert Kinkel	817-731- 7413	1,225,000.	100 %	Completed
(Austin Yellow Bike Project)	AYBP	Andrew Clemments	512-922- 8384	Andrew Clemments	Andrew Clemments	512-922- 8384	270,000.	100 %	Completed
Pearce Middle School Exterior Renovations	AISSD	Craig Estes	512-414- 8952	Craig Estes	Craig Estes	512-414- 8952	305,033.00	100 %	Completed
Norman & Summitt ES Renovations	AISSD	Bill McClure	512-414- 8952	Stanley Consultants	Nate Griffin	512-427- 3600	627,000.00	100 %	Close out
Bowie High School Veterinary Classroom Renovations	AISSD	Flo Rice	512-414- 8952	Architecture Plus	Richard Trusty	512-478- 0970	200,000.00	100 %	Close out
TXDOT Building 40 & 43 Renovations	TXDOT	Ellen Singer	512-416- 3250	TXDOT	Ellen Singer	512-416- 3250	188,500.00	100 %	Close out
Total Value Work in Progress							\$3,415,533.00		

Table B projects completed in the past eight (8) years

	Project Name	Owner	Owner's Contact Person	Phone Number	Architect	Architect's Contact Person	Phone Number	Contract Amount
1	Lucy Read Development Center	AISSD	Norman Barker	512-414-8940	Heimsath Architects	Sandy Stone	512-478-1621	86,375.00
2	Austin High School Exterior Painting	AISSD	Bill Moellendorf	512-699-5813	Moellendorf Architects	Bill	512-699-5813	26,000.00
3	LBJ High School	AISSD	Bill Moellendorf	512-699-5813	Moellendorf Architects	Bill	512-699-5813	22,000.00
4	Gullett Elementary School Renovations	AISSD	Tony Silva	512-414-8940	Polkinghorn Group	Lindsay Works	512-327-4404	482,018.00
5	Bailey & Covington MS School Renovations	AISSD	Mrs. Flo Rice	512-414-8940	Haddon & Cowan Architects	Mike Haddon	512-374-9120	800,000.00
6	Andrews & Harris ES Additions & Renovations	AISSD	Mario Aleniz	512-414-8940	J. Robinson Architects	John Robinson	512-452-7220	1,300,000.00
7	Pease Elementary School Restroom Renovations	AISSD	Andrew Clemments	512-414-8940	Fatter Evans Architects	Mervin Fatter	512-476-3181	250,000.00
8	Allan & Zavalla ES Renovations	AISSD	Andrew Clemments	512-414-8940	Stanfield and Assoc.	Jane Stanfield	512-358-9054	900,000.00

Table B

projects completed in the past eight (8) year

Project Name	Owner	Owner's Contact Person	Phone Number	Architect	Architect's Contact Person	Phone Number	Contract Amount
T. V. Mounting Contract	AIISD	Ana D. Gallo	512-236-0868	Ana D. Gallo Architects	Ana D. Gallo	512-236-0868	19,500.00
Fascia Replacement @ Houston ES	AIISD	James Miller	512-414-1715	Southwest Associates	Craig Keith	512-722-3273	23,500.00
Paint various schools for Lake Travis ISD	Lake Travis ISD	Dan Gafford	512-533-6065	Lake Travis ISD	Dan Gafford	512-533-6065	27,000.00
Paint South Wood Valley ES	College Station ISD	Royce Thomas	979-764-5443	College Station ISD	Royce Thomas	979-764-5443	103,900.00
Leander High School Painting	Leander ISD	Danny Goodrum	512-434-5012	Leander ISD	Danny Goodrum	512-434-5012	30,000.00
Total Value of School Projects Completed in the Past 8 Years:							\$4,070,293.00

9

1
01
11
21
3

Table C

Projects of similar scope and budget completed in the past 8 years.

Project Name	Owner	Owner's Contact Person	Phone Number	Architect	Architect's Contact Person	Phone Number	Original Contract Amount	Total Change Order Amount	Final Contract Amount	Date of Completion	% of work completed with Own Forces
Heritage Center(New Construction)	City of Lake Way	Steve Jones	512-314-7500	In House	In House	512-314-7500	200,000.	20,000.	220,000.	6/2005	30%
Alternative Learning Center Renovations	AISSD	Scott Rouse	512-414-8940	TWC	Glenn Read	512-346-8546	800,000.	-	800,000.	2/2008	20%
Baker Media Center Renovations	AISSD	Mark Harris	512-414-8940	Negrete & Kolar Architects	Roger Kolar	512-474-6526	500,000.	--	500,000.	2/2008	20%
Capital Metro Renovations	Capital Metro	Ted Parsons	512-784-8425	Architects Plus	Ted Parsons	512-784-8425	300,000.	--	300,000.	11/2005	30%
Total Value of School (or Similar) Projects Completed in the last 5 years							\$ 1,820,000.00				

Bid Analysis: Regional Park Headquarters, Bid # 11WC907
Tuesday, March 29, 2011

Bidder:	S&G	Fine Line	RGD	ASD	Stewart	Fazzone	Royal Vista
Item 1.01	77000	63000	55000	52496	132827	55047.4	70000
Item 1.02	6000	4392	3000	1196	6585	2512.69	9636
Item 1.03	51839	55803	16000	60624	63587	63910.11	32676
Item 1.04	26000	27921	29500	27405	32723	26781.88	33938
Item 1.05	8707	13546	13300	13317	12251	17513.08	16200
Item 1.06	5000	12387	2800	43795	2000	41868.65	2640
Item 1.07	52139	38060	38000	37580	45596	43650.17	42486
Item 1.08	12777	20076	20000	19825	13500	23024.06	22411
Item 1.09	4265	23818	23800	23516	23136	27314.49	26587
Item 1.10	3080	7014	25200	7206	5000	17753.49	12300
Item 1.11	30500	9379	23300	14675	8500	14424.71	9600
Item 1.12	61800	74346	9100	30988	52574	17513.08	70811
Item 1.13	35915	38218	39300	18862	25923	47538.67	69910
Item 1.14	16000	22437	6600	14018	18303	24992.97	21600
Item 1.15	16734	7022	19300	18167	1960	7378.8	25200
Item 1.16	19500	19135	9900	21197	27463	15349.37	19400
Item 1.17	870	935	1000	946	870	1072.61	1440
Item 1.18	380	319	300	323	465	450	2400
Item 1.19	1150	1435	2700	3147	1100	2219.19	10020
Item 1.20	50000	71787	41800	72590	58777	60904.34	32400
Item 1.21	43650	47027	70000	66307	62857	56219.39	67964
Item 1.22	29000	30120	48000	47285	35366	49106.9	46360
Item 1.23	8000	19673	16500	20468	18090	14998	44360
Item 1.24	14600	9191	8400	8772	8750	13111.69	18000
Item 1.25	8776	12816	13100	9540	11922	14386.49	10531
Item 1.26	2000	470	1700	1087	2000	1104.66	N/A*
Item 1.27	23318	3084	126620	37170	2500	17828.7	22800

Confirmed

Bid

Amount: **609,000.00** **633,411.00** **664,220.00** **672,502.00** **674,625.00** **677,975.59** **741,670.00**

Submitted

Bid

Amount: **609,000.00** **633,415.00** **664,220.00** **672,500.00** **674,625.00** **677,975.59** **741,670.00**

*Numbers added up correctly, but vendor did not use the updated Schedule of Bid Items which included the addition of Safety Fencing (Item 1.26) as a line item.

**Professional Service Industries, Inc also submitted a bid, but it was incomplete as they only wanted to provide construction materials testing for this project, and provided its cost.

IE2
126790.45
8167.00
73307.00
23600.00
13786.00
33354.00
35406.00
18675.00
30322.00
0.00
28000.00
14960.00
44387.00
18303.00
17706.81
12450.00
599.00
297.00
1150.00
63443.00
109160.00
41934.00
30150.00
0.00
0.00
9289.36
17789.75

773,026.37

773,026.37



AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of _____, 2011 (the "Effective Date"),
by and between

The **Owner:** Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** S&G Contracting, Inc.
8863 Anderson Mill Rd. Suite 108
Austin, TX 78729
(512)331-8799 Office

for the **Project:** Williamson County Regional Park Headquarters
3005 County Road 175
Leander, TX 78701-1796

Project Architect: BWM Group Architects
1801 Williams Drive
Georgetown, TX 78628

AGREEMENT, this Agreement between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated on the immediately preceding page of this document and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and **S&G Contracting, Inc.** (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Construction of **Williamson County Regional Park Headquarters** (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Owner's requirements and the terms of the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The General Conditions for Williamson County ("General Conditions"), however, this Agreement shall control in the event of a conflict with those General Conditions;
- c. The Special Conditions, however, this Agreement shall control in the event of a conflict with those Special Conditions;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The "Bid Documents" as defined by the "Invitation for Bidders" in the original bid documents;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. The Drawings, Specifications, details and other documents developed by Project Architect to describe the Project and accepted by Owner; and
- h. The Drawings and Specifications developed or prepared by Owners other consultants, if any, and accepted by the Owner.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 DEFINITIONS

The terms, words and phrases used in the Contract Documents shall have meanings as follows.

3.1 "Construction Documents" means, collectively, the Drawings, Specifications, details, accepted and approved Change Orders and other documents prepared by the Project Architect, its consultants and by the Owner's other consultants that describe the scope and quality of the Project and the

materials, supplies, equipment, systems and other elements that are required for construction of the Project that are accepted by the Owner.

3.2 "Contract Sum" means the total amount of all compensation payable to the Contractor for the Project and shall not exceed the Total Base Bid proposed by the Contractor and accepted by the Owner, subject to adjustment as approved by Owner for Additional Services or Change Orders. Any costs that exceed the Contract Sum shall be borne solely by Contractor without reimbursement by Owner.

3.3 "Final Completion" means the stage in the progress of the Work when, in the Owner's opinion, the entire Work has been completed, the Contractor's obligations under the Contract Documents have been fulfilled, and the Owner is processing or has made final payment to the Contractor, as evidenced by a Certificate of Acceptance approved by the Owner. The date of Final Completion is a crucial element of the Project. Therefore, the date of Substantial Completion, as defined herein below, is not subject to change unless due to "force majeure" as defined herein and in any associated Contract Documents or unless agreed to in advance in writing by the parties.

3.4 "Notice to Proceed" refers to the written document issued by the Owner following acceptance of the proposal and execution of this Agreement which indicates the date on which the Work is to begin.

3.5 "Owner" means Williamson County and includes its designated Owner's Designated Representative.

3.6 "Owners Designated Representative or ODR" means the individual described in Article 7.3 herein below.

3.7 "Owner's Specifications" means the construction and contract administration requirements and standards as interpreted by Owner.

3.8 "Project Architect" means the professional architect employed by the Owner as architect of record for the Project along with their consultants.

3.9 "Standards and Standard Specifications" means the construction and design requirements and the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction

3.10 "Subcontractor" means a person or entity that has an agreement with the Contractor to perform any portion of the Work. The term Subcontractor does not include the Project Architect or any person or entity hired directly by the Owner.

3.11 "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner.

3.12 "Work" means provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents (as such may be modified or amended). The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work. The Contractor shall not be entitled to an increase in the Contract Sum due to the absence of any detail or specification the Contractor may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project.

If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Notwithstanding the above, the Contractor shall not be responsible for design, except incidental designing/detailing as required by the Specifications for shop drawing purposes.

ARTICLE 4

SUBSTANTIAL COMPLETION

4.1 Substantial Completion. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Designated Representative does not consider the Work substantially complete, Owner's Designated Representative will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for Owner's Designated Representative to determine Substantial Completion. If Owner's Designated Representative considers the Work substantially complete, Owner's Designated Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

4.2 Owner intends to achieve Substantial Completion (as defined in this agreement) for all stages of construction on or before the following completion date:

EXPECTED DATE FOR SUBSTANTIAL COMPLETION: 270 Day's from Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement.

4.3 THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT.

ARTICLE 5 COMPENSATION

5.1 Contract Sum. The Contract Sum for the Project is: Six Hundred Nine Thousand Dollars and 00/100 (\$609,000.00)

5.2 Contract Payments. Method and terms of payment of the contract sum shall be in accordance with the Contract Documents.

5.3 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Two Hundred Dollars per day (\$200.00/day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES

QUALITY OF WORK

6.1 Contractor shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Construction Documents as necessary for completion of the Work and the Project. Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. The enumeration of specific duties and obligations performed by the Contractor hereunder shall not be construed to limit the general undertakings of the Contractor. The obligations of the Contractor hereunder run to and are for the benefit of only the Owner.

6.2 Notwithstanding anything to the contrary contained in this Agreement, Owner and Contractor agree and acknowledge that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide construction services. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.3 Contractor represents and agrees that all persons connected with the Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

6.4 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

COORDINATION OF THE WORK

6.5 Contractor shall cooperate with the Project Architect and ODR and endeavor to further the interests of the Owner and the Project. Contractor shall complete the Project in an expeditious and economical manner consistent with the interests of the Owner and in accordance with the Project Schedule.

6.6 Contractor shall designate a representative authorized to act on the Contractor's behalf with respect to the Project. Contractor warrants, represents, covenants, and agrees to furnish efficient

business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interest of Owner. The Contractor agrees to provide an on-site, full-time superintendent for the duration of the Project.

6.7 Contractor shall review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

6.8 Contractor shall visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.

6.9 Contractor shall, at Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.

6.10 Contractor shall review all Drawings, Specifications, and other Construction Documents as they are developed by the Owner and/or its Project Architect and advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

6.11 Contractor shall review the Construction Documents for compliance with all applicable laws and code requirements and with Williamson County requirements.

6.12 Contractor shall advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.

6.13 Contractor shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.

6.14 Contractor shall consult with and make recommendations to the Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate the Owner's purchase and installation of such items with the Owner as may be required to meet the Contractor's Project Schedule.

6.15 Contractor shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any Subcontractor to which Owner has a reasonable objection. Following Owner acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.16 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations and with the requirements of an Owner controlled insurance program, if any.

6.17 Contractor shall provide recommendations and information to Owner and Project Architect regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents.

CONSTRUCTION WORK

6.18 Construction shall be deemed to commence upon the date specified in a Notice to Proceed issued by Owner and shall continue until Final Completion of all Work. The Contractor shall construct the Work in strict accordance with the Construction Documents and Owner's Specifications within the time required by the Project Schedule approved by Owner.

6.19 The Contractor hereby agrees to make any and all changes, furnish the materials and perform the Work which may be required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents, without nullifying this Agreement. **NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR ITS AUTHORIZED REPRESENTATIVE.**

6.20 Contractor shall organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work.

6.21 Contractor shall designate in writing a representative who is responsible for the day-to-day management of the Work. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders and Applications for Payment.

6.22 Contractor shall attend Owner's regularly scheduled Project progress meetings and fully advise the Owner's Designated Representative of the Project status including schedule, costs, quality and changes.

6.23 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.

6.24 Contractor shall assist in obtaining building permits and obtain special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or Project Architect in obtaining all approvals required from authorities having jurisdiction over the Project.

6.25 Contractor shall coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.

6.26 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.27 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees to accept the Work.

6.28 Contractor shall warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the

requirements of the Construction Documents. The Contractor shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to the Owner.

6.29 Regarding Record Documents and the Owner's Project Closeout Specification, the Contractor shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING & WARRANTY RESPONSIBILITIES

6.30 Contractor shall provide commissioning, starting and check-out services for the systems installed in the project prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.31 Contractor shall provide warranty services for the Work for a full twelve months following Final Completion and acceptance. It is the owner's responsibility to contact the Contractor with any warranty issues prior to end of this timeline.

6.32 Contractor shall provide a written warranty period service plan that includes monthly site visits by an individual capable of making minor repairs and coordinating subcontractor work.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner will designate a Project Architect for the Project.

7.2 The Owner will provide the general schedule for the Project. The general schedule will set forth the Owner's plan for milestone dates and completion of the Project.

7.3 The Owner will identify a person as its Owner's Designated Representative ("ODR") who is authorized to act in the Owner's behalf with respect to the Project. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law.

7.4 The Owner, at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project.

7.5 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work.

7.6 The Owner may designate one or more construction inspectors who shall be given access to the Work as requested or needed. The provision of inspection services by Owner shall not reduce or lessen Contractor's responsibility for the Work. Contractor is fully and solely responsible for constructing the Project in strict accordance with the Construction Documents.

7.7 Owner shall have the right to reject any defective Work on the Project. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand.

7.8 Owner shall furnish to the Contractor the number of Construction Document sets as required by this Agreement.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 The Construction Documents and any other documents prepared by the Project Architect, its consultants, or other consultants retained by the Owner for the Project that describe the Work to be executed by the Contractor are instruments of service and shall remain the property of the Owner whether the Project for which they are made is executed or not. The Contractor and its Subcontractors are authorized to reproduce and use portions of the Construction Documents as necessary and appropriate for the execution of the Work. The Contractor and its Subcontractors shall not use the Construction Documents on any other projects.

8.2 Submission or distribution of the Construction Documents to meet official regulatory requirements or for other purposes in connection with the Project is authorized.

ARTICLE 9 TIME

9.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

9.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

ARTICLE 10 BONDS AND INSURANCE

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Sum. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the General Conditions.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Sum, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the General Conditions.

10.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 100% of the Contract Sum, as security for the true and faithful performance of all warranties set forth in the Contract Documents.

10.4 The Contractor shall not commence Work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review of the insurance shall not relieve nor decrease the liability of the Contractor. Prior to commencing any Work under this Agreement, Contractor shall provide evidence of the insurance coverage that meets the following requirements:

10.4.1 The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

10.4.2 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Commercial General Liability, including coverage for the following:	
1) Premises Operations	Combined Single
2) Independent Contractors	Limit for Bodily
3) Products/Completed	Injury and Property
Operations	Damage of
4) Personal Injury	\$1,000,000
	per occurrence or
	its equivalent.
5) Contractual Liability	
6) Explosion, Collapse, Underground	
7) Broad form property damage, to include fire legal liability	
d. Business Automobile Liability owned/leased, owned, hired	
	Combined single limit for Non-Bodily
	Injury and Property Damage of
	\$1,000,000
	per occurrence or its
	equivalent

- e. Owner's Protective Liability Insurance Policy, naming Williamson County and its employees as insured with the following limits:

Bodily Injury	\$1,000,000 Each Occurrence
\$1,000,000 Aggregate	

10.4.3 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project

10.4.4 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with the Owner."
- c. "The Owner, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner."

10.4.5 Workers' Compensation Insurance Coverage:

- a. Definitions:
 - (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - (2) Duration of the project - includes the time from the beginning of the work on the project until the Contractor's work on the project has been completed and accepted by the Owner.

- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services on the project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

- h. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the Project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (5) retain all required certificate of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all

coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- k. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

10.4.6 If insurance policies are not written for the amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

10.4.7 The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement.

10.5 The Contractor shall not cause or allow any of its required insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by the Agreement, the Owner may obtain insurance coverage directly and recover the cost of that insurance from the Contractor.

10.6 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

10.7 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

ARTICLE 11 INDEMNITY

11.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE

OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

11.2 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

ARTICLE 12 SPECIAL WARRANTIES

12.1 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.

12.2 Contractor represents and agrees that the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and to bind Contractor to its terms.

12.3 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, that is duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

12.4 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

12.5 Except for the obligation of Owner to pay Contractor the Contract Sum pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 13 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

ARTICLE 14 TERMINATION

14.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

14.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

15.2 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

15.3 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

15.4 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

15.5 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

15.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

15.7 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

15.9 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

15.10 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

15.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

15.12 Compliance with Laws. Contractor 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, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

15.13 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

15.14 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 Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

15.15 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

15.16 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15.17 Reports of Accidents. Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

15.18 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

15.19 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

15.20 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

15.21 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

ARTICLE 16 NOTICES

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the designated representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

If to Contractor: S&G Contracting, Inc.
8863 Anderson Mill Rd. Suite 108
Austin, TX 78729

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

Party Representatives

The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

Jonathon Harris
Purchasing Department
301 SE Inner Loop-Suite 106
Georgetown, TX 78626
Phone (512) 943-1692

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Jimmy S. Gibson/Vice President
S&G Contracting, Inc.
8863 Anderson Mill Rd. Suite 108
Austin, TX 78729
Phone (512)331-8799
Fax (512)331-8795

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

WILLIAMSON COUNTY
Williamson County, Texas,

S&G Contracting, Inc., a Texas
Corporation,

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: Jimmy S. Gibson

Title: VICE PRESIDENT

ATTEST:

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: Michael R. Stout

Title: PRESIDENT



Jim Rodgers
PARKS AND RECREATION DIRECTOR

Memorandum

To: Bob Space, Purchasing Director
From: Jim Rodgers, Director Parks and Recreation
Date: April 13, 2011
Subject: Award of Bid - REGIONAL PARK HEADQUARTERS
BID NUMBER: 11WC907

Bob,

We have reviewed the bids for the Parks & Recreation (Bid # 11WC907) office to be located in the Southwest Regional Park. We have called the references of the apparent low bidder S & G Contractors. All of their references had very good comments about S & G both the finished product and the working relationship they presented. S & G has worked for the County before and facilities confirmed a good finished product and working rapport. We recommend award of bid to S & G Contracting in the amount bid of \$609,000.



WILLIAMSON COUNTY

512.260.4263 Fax 512.260.4284
jrodgers@wilco.org www.wilco.org
350 Discovery Blvd., Suite 207
Cedar Park, Texas 78613

Authorizing Advertising and setting of date for Tax Statement Printing for Williamson County

Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of May 24, 2011 at 2:00 PM in the Purchasing Department to receive proposals for Tax Statement Printing for Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [RFP Tax Statement Printing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	04/13/2011 03:05 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	04/13/2011 04:13 PM	APRV

Form Started By: Kerstin Hancock
 Started On: 04/13/2011 02:48 PM
 Final Approval Date: 04/13/2011



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

REQUEST FOR PROPOSAL

TAX STATEMENT PRINTING FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 12WCP2001

PROPOSALS MUST BE RECEIVED ON OR BEFORE: MAY 24, 2011 – 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: MAY 24, 2011 – 2:00 PM

PRE-PROPOSAL CONFERENCE WILL BE HELD ON:
THURSDAY, MAY 5TH AT 10:00 AM

IN THE WILLIAMSON COUNTY HR TRAINING ROOM, WILLIAMSON COUNTY INNER LOOP
ANNEX,
301 SE INNER LOOP, STE 108, GEORGETOWN, TEXAS

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 1:30 PM on Tuesday, MAY 24, 2011.** Proposals will be publicly acknowledged at 2:00 PM or soon thereafter in the Williamson County Purchasing Department located in the Inner Loop Annex, 301 SE Inner Loop - Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock – Purchasing, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

TRIPLICATE: All proposals must be submitted in triplicate (one (1) original complete proposal set, one (1) copy of the proposal set) AND one (1) CD (including all required documents). The proposal sets should be marked "original" or "copy". The original set must contain original signatures. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Worksheet and any other required documentation.

SEALED: All proposals must be returned in a sealed envelope with the **proposal name, number, opening**

date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be acknowledged and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.; unmarked or improperly marked proposals; or proposals delivered to the wrong location.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate

proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

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

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County. In determining the overall best Proposal, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a Proposer's principal business location in determining the overall lowest and best Proposal.

Option 2 – TLGC § 271.907. This option allows the County to evaluate Proposal and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Proposal should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson

County. No different or additional terms will become a part of this contract with the exception of a change order.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Larry Gaddes, County Chief Deputy Tax Assessor-Collector, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is October 01, 2011 through May 31, 2012. Possible extensions include.

June 1, 2012 through May 31, 2013
June 1, 2013 through May 31, 2014

CONTRACT EXTENSIONS: At the end of the current contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published (120) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-two (32) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Wednesday, May 18, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below.

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop - Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Larry Gaddes
904 S. Main Street
Georgetown, TX 78626
(512) 943-1641
lgaddes@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: The price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the best proposal.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the

purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with

the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON

COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

PROPOSAL SPECIFICATIONS

In anticipation of the 2011 tax collection process beginning August 2011, the Williamson County Tax Assessor is seeking proposals from qualified vendors for the printing of tax statements which will be conducted by October 31, 2011. The proposal shall include, but is not limited to processing, printing, and mailing of tax statements producing electronic files via FTP containing copies of the individual tax statements in PDF format and producing PDF statements ONLY(no printed statements) for all mortgage company files. **Printing on statements must be able to be read by the county's remittance processing systems Opex scanner.**

REQUIREMENTS

- Maximum 130,000* custom stock statements w/perforation for tax year 2011
2010 – 118,000* statements mailed
2010 – 60,000* owners w/lenders – electronic PDF statement only
- Statements are on 20lb white stock w/red, blue and black ink on front, black ink only on back
- Maximum 100,000* inserts with double sided printing on color paper w/black ink cut into 1/3 page (3 inserts per letter size sheet)
- Produce and provide an electronic file of approx 60,000 mortgage company accounts that will not receive a mailed hardcopy tax statement.
- Fold the tax statement on the perforated line
- Perform NCOA/CASS/PAVE certifications process on all outgoing mail
- Print Barcode font and OCR-A font in minimum 12pt type on statements.
- For single owner w/multiple accounts, statements are combined and mailed in the most cost effective manner for Williamson County.
- Refund any postage overage within 30 days after date statements are mailed

*Numbers are estimates only, based on historical information

In addition to the requirements listed above, please provide answers to the following questions:

1. How long has your company been printing property tax statements?
2. What other tax office have you performed/worked for? List references we may contact on attached reference sheet B.
3. Have you worked with Tyler Technologies, The Software Group or Orion/Odyssey software before?
If yes, please list references for the occasions that you worked with the Orion/Odyssey software on attached reference sheet C.
4. How do you prioritize or queue your incoming jobs/work? First in/First out, job size, tenure?
5. What is your estimated total turn- around time to mail statements after you have received our final approval of the sample statement?
6. Please provide contact information for at least 3 other customers for which you have provided printing services on the attached reference sheet D.
7. We intend for the tax statements to be mailed before Monday October 31st. Are there any workflow concerns in your production facilities that would keep you from being able to produce and mail statements at/near the end of the month?

Should Williamson County incur direct expenses due to vendor not fulfilling the stated requirements, Williamson County shall deduct this cost from total invoice amount.

Evaluation Process

Evaluation will be based but is not limited to the following criteria:

- Price
- Experience /References
- Capability of CASS and OCR/MICR printing
- Turn-around time
- Handling of statements

PRICE SCHEDULE

PRODUCT/SERVICE	UNIT COST PER 1000	TOTAL COST
<i>Computer Pre-Processing</i>	\$ _____	\$ _____
<i>Laser Imaging</i>	\$ _____	\$ _____
<i>Mail Processing/Mailed Parcel</i>	\$ _____	\$ _____
<i>Job Programming</i>	\$ _____	\$ _____
<i>Mail Preparation/Mailed Parcel</i>	\$ _____	\$ _____
<i>CASS/PAVE Postal Certification Bar-coding/ Presort Costs</i>	\$ _____	\$ _____
<i>NCOA Postal Certification/Mailed Parcel</i>	\$ _____	\$ _____
<i>Minimum job set-up time</i>	\$ _____	\$ _____
<i>Job set-up Fee</i>	\$ _____	\$ _____
<i>Digitize logo, fonts, etc.</i>	\$ _____	\$ _____

FORMS	UNIT COST PER 1000	TOTAL COST
Tax Statement – 130,000 20 lb stock w/perforation Front –red/blue/black ink Back-black ink Insert – 100,000 Color paper cut to 1/3 page. Include insertion fee in unit and total cost, if any estimated total turn- around time to mail statements after receipt of final approval of the sample statement	\$ _____ \$ _____ _____ days	\$ _____ \$ _____

ATTACHMENT A



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by:_____

on _____
(date)

ATTACHMENT B

REFERENCE SHEET

Proposer must submit references. List any Tax Office you have done business with:

1. Company Name _____
 Contact _____
 Title _____
 Phone _____
2. Company Name _____
 Contact _____
 Title _____
 Phone _____
3. Company Name _____
 Contact _____
 Title _____
 Phone _____
4. Company Name _____
 Contact _____
 Title _____
 Phone _____
5. Company Name _____
 Contact _____
 Title _____
 Phone _____

ATTACHMENT C

REFERENCE SHEET – Experience with Orion / Odyssey Software

List Occasions/Projects where you have worked with Orion/Odyssey Software

1. Company Name _____
 Contact _____
 Type of Project _____
 Phone _____ Date of Project _____
2. Company Name _____
 Contact _____
 Type of Project _____
 Phone _____ Date of Project _____
3. Company Name _____
 Contact _____
 Type of Project _____
 Phone _____ Date of Project _____
4. Company Name _____
 Contact _____
 Type of Project _____
 Phone _____ Date of Project _____
5. Company Name _____
 Contact _____
 Type of Project _____
 Phone _____ Date of Project _____

ATTACHMENT D

REFERENCE SHEET

Proposer must submit at least three (3) references for other customers you have provided printing services

1. Company Name _____
 Contact _____
 Title _____
 Phone _____
2. Company Name _____
 Contact _____
 Title _____
 Phone _____
3. Company Name _____
 Contact _____
 Title _____
 Phone _____
4. Company Name _____
 Contact _____
 Title _____
 Phone _____
5. Company Name _____
 Contact _____
 Title _____
 Phone _____

WILLIAMSON COUNTY PROPOSAL FORM

**2011 TAX STATEMENT PRINTING
WILLIAMSON COUNTY**

PROPOSAL NUMBER: 12WCP2001

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

**RETURN PAGES BEGINNING WITH PAGE6 THROUGH THIS PAGE WITH YOUR PROPOSAL
PACKAGE AND ALL REQUIRED INFORMATION**

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

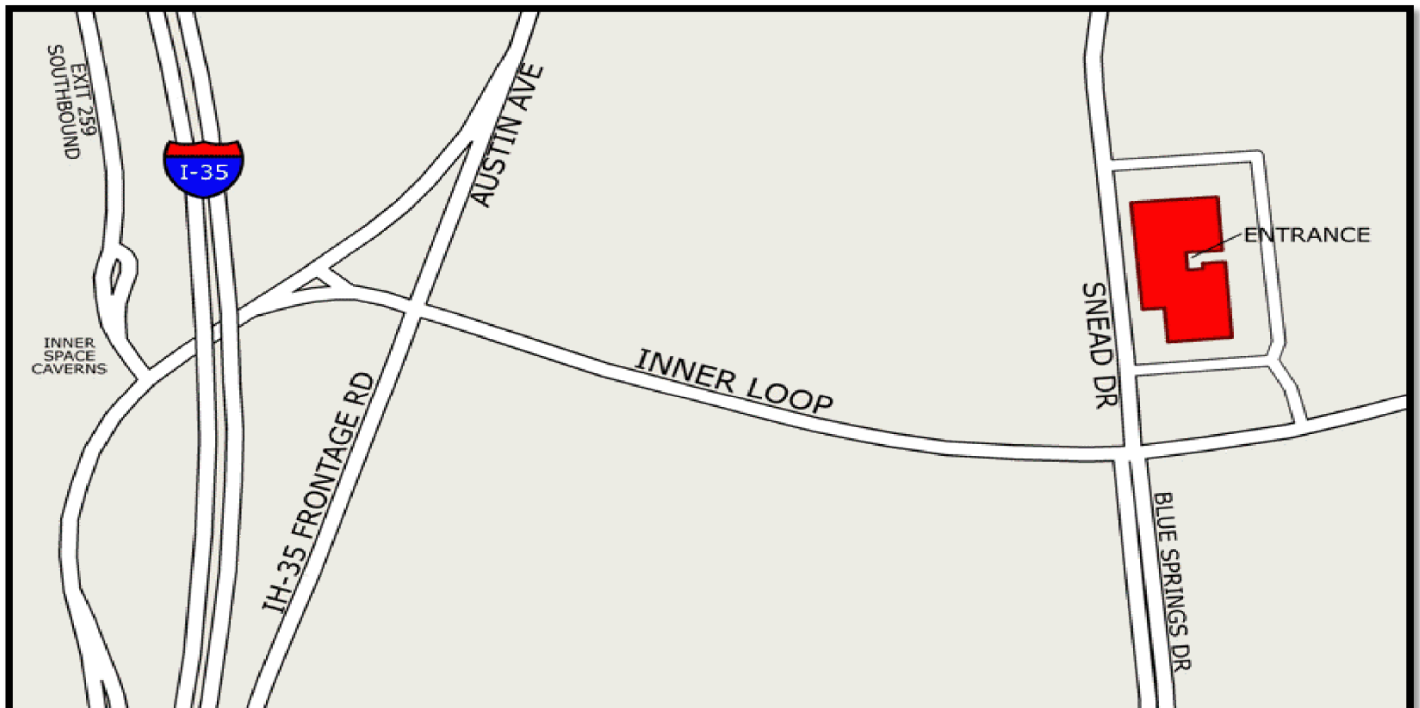
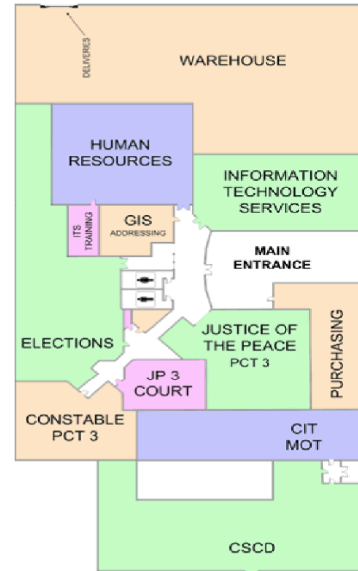
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN



**Authorizing Advertising and setting Date for EMS Power Stretcher bid
11WCA065****Commissioners Court - Regular Session**

Date: 04/19/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting date of May 17, 2011 at 2PM in the Purchasing Department to receive bids for Power Stretcher for EMS.

Background

Fiscal Impact

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

Attachments

Link: [IFB Power Stretcher for EMS](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 04/13/2011 04:00 PM
Final Approval Date: 04/14/2011



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

POWER STRETCHER FOR WILLIAMSON COUNTY EMS

BID NUMBER: 11WCA065

BIDS MUST BE RECEIVED ON OR BEFORE: May 17, 2011 at 1:30pm

BIDS WILL BE PUBLICLY OPENED: May 17, 2011 at 2:00pm

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, May 17, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Brenda Fuller, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

FAX/EMAIL: Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit: <http://www.wilco.org/vendorinfo> Failure to follow these instructions may cause your bid to be rejected.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

SEALED: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has

not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

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

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a bidder's principal business location in determining the overall lowest and best bid.

Option 2 – TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Joe Granberry, Emergency Medical Services Deputy Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is June 1, 2011 through May 31, 2012
Possible extensions include:

June 1, 2012 through May 31, 2013
June 1, 2013 through May 31, 2014

CONTRACT EXTENSIONS: At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, May 10, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,
<http://wilco-online.org/ebids/bids.aspx>
If you do not have access to email or internet please call the Purchasing contact below.

PURCHASING CONTACT:

Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1607
BrendaFuller@wilco.org

TECHNICAL CONTACT:

Joe Granberry
P.O. Box 873
Georgetown, TX 78627
(512) 943-1264
jgranberry@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the initial contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2008 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for

the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws

and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

BID SPECIFICATIONS

Williamson County is requesting sealed bids from qualified firms for a powered hydraulic lift stretcher.

A. Scope

Williamson County EMS (WCEMS) is in the process of replacing all manual lift stretchers, with a battery powered hydraulic lift stretcher, which meet or exceed the following required specifications.

B. Specifications

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the performance of the power stretcher being offered shall be addressed in writing submitted with the bid.

- Battery power to power stretcher shall automatically shut off when device is properly placed in ambulance mounted hardware.
- There shall be no pinch points around the exterior frame of the device that would potentially injure the operator.
- The control button to active the up / down feature of the device must be located on the same side of the lift handle(s). This is to decrease confusion when device is used by multiple operators during load/unloading procedures.
- Underwriters Laboratory (UL) certification (EMC, EMI, IPX6, IEC 60601): The Underwriters Laboratory certifies the safety of the product to the operator and environment.
- Dual foot end lift bars allow for maximum operator height versatility and better ergonomic lifting.
- Velocity fuse prevents the stretcher from dropping in the event of hydraulic fluid loss.
- Pressure locking valve prevents the stretcher from dropping in the event of accidental manual release handle actuation while stretcher is loaded.
- Non-toxic, non-flammable automatic transmission fluid
- Maximum base weight of the device w/o options no more than 125 lbs.
- Built in hour meter indicates how many hours the stretcher has been in operation for preventative maintenance purposes.
- Heavy duty powder coating to eliminate aluminum oxidation and to facilitate easier decontamination.
- All caster bearings are sealed.
- Height position between 13" and 42"; Length between 63" and 82"; Width between 22" and 25"
- Shock, flat or knee gatch position available.
- 100% power washable
- Convex/concave buttons provide touch recognition.
- Retractable head section allows 360° mobility in any height position.
- Load wheels can accommodate ambulance decks up to 36" ground to vehicle floor base.
- Pre-set and adjustable load height allows operators the ability to customize load wheels to the height of their ambulance.
- High speed retract system retracts undercarriage in less than 3 seconds.
- Large battery indicator light notifies operator of battery charge status.
- The battery is placed at the foot end of the stretcher and is easily accessible in any situation.
- Patient lifting capacity of at least 500 lbs. (prefer 750 lbs) in all positions
- Fleet installation requires no major modifications other than current stretcher hardware used in current Williamson County EMS ambulances.
- Adjustable wheel lock
- Manual Back-up system in case of power loss
- Manual hydraulic release for rapid removal from ambulance

The specifications shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment and supplies that will meet or exceed the minimum or maximum specifications herein.

C. Substitutions

It is the intention of the County to purchase equipment similar or equal to that specified. Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with specification. Each bidder, if not bidding on specified equipment, is required to furnish with his bid a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples if required shall be furnished free of expense to the County for evaluation. Approval of substitute "or equal" items remains with the County and in all cases is final.

D. Basis of Award

The following factors will be taken into consideration when awarding the contract, not necessarily in the order of importance:

- Quality of merchandise offered
- Prices Offered
- Ease of Use
- Safety Features
- Maintenance Requirements
- Warranty policies

E. Evaluation Process

The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in the County's judgment the Vendor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

1

ATTACHMENT A



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____.

(date)

WILLIAMSON COUNTY BID FORM
POWER STRETCHER FOR EMS
BID NUMBER: 11WCA065

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Email Address: _____

Telephone: (_____) _____ **Fax:** (_____) _____

Mobile Phone: (_____) _____

The County has the right to determine quantity, if not otherwise specified in the procurement document. The County retains the right to adjust the total quantities, while maintaining the accepted bid price

Power Stretcher

Brand Name _____ Model No. _____

Cost of each: _____

Accessories please list all available (O2 bottle mount; Storage nets; IV pole; equipment hooks. etc.)

Item _____ Description _____ Cost of each _____

Item _____ Description _____ Cost of each _____

Item _____ Description _____ Cost of each _____

Item _____ Description _____ Cost of each _____

Item _____ Description _____ Cost of each _____

Item _____ Description _____ Cost of each _____

Extended warranty

Duration of Warranty _____

Description of Warranty _____

Cost of warranty for each unit _____

Maintenance

Yearly certification/maintenance cost per unit _____

Name of certified local vendor providing maintenance _____

Contact information of maintenance vendor:

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause, and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign BID

Date of BID: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

**RETURN PAGES BEGINNING WITH PAGE 7 THROUGH THIS PAGE WITH YOUR BID PACKAGE
AND ALL REQUIRED INFORMATION**

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

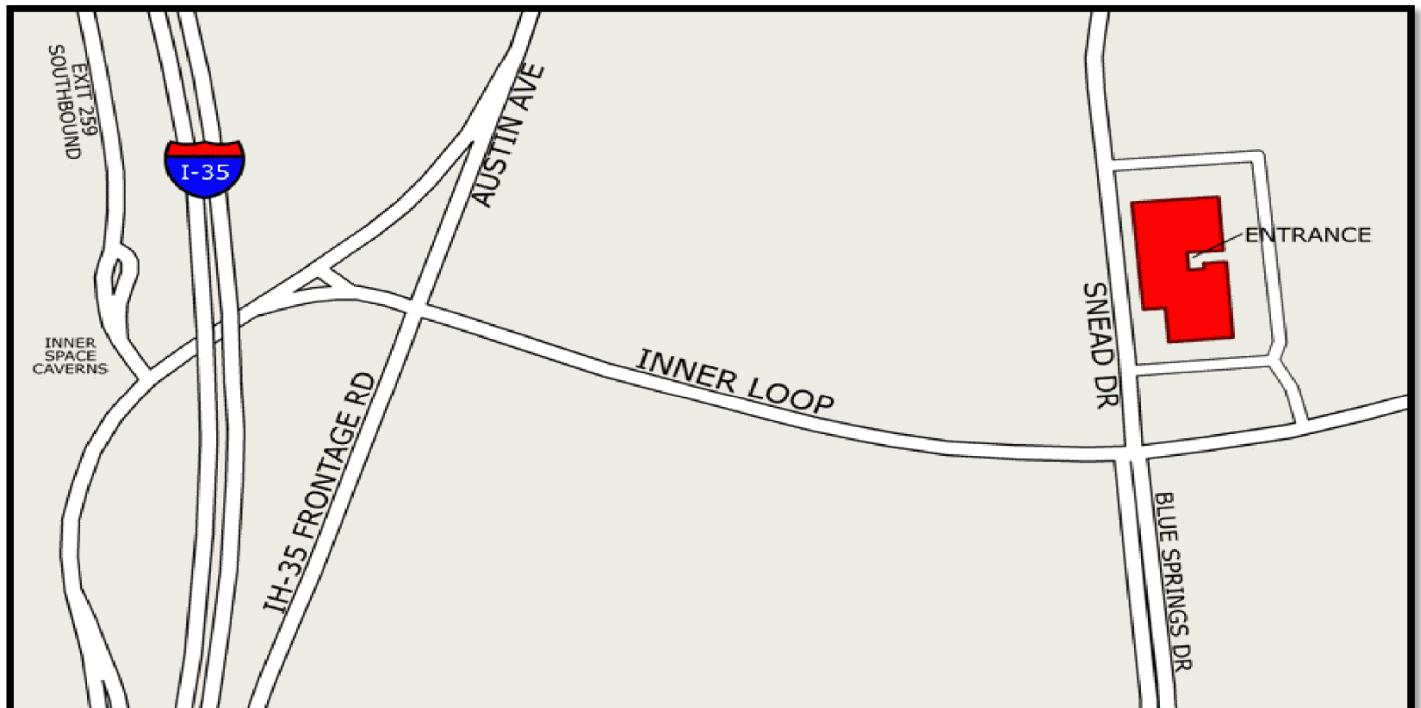
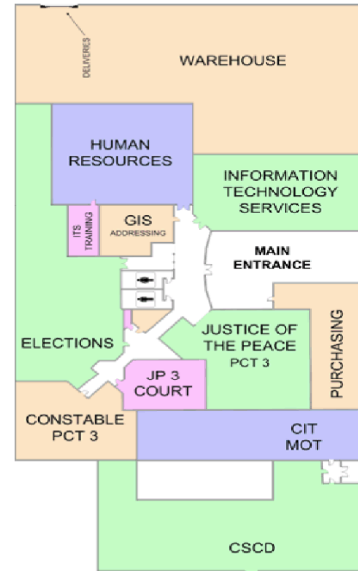
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN



Commissioners Court - Regular Session

Date: 04/19/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Executive Session

Information**Agenda Item**

Discuss and take appropriate action on an agreement between Williamson County and the Williamson County Emergency Service Organizations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [EOC Document](#)

Form Routing/Status

Form Started By: Wendy Started On: 04/15/2011 08:28
Coco AM
Final Approval Date: 04/15/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT (“Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“Williamson County”) and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the “Emergency Service Organization(s)” or “ESO”).

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities 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 any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.
- D. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. 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 any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto 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.

- F. Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1st day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

BARTLETT VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

COUPLAND VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

FLORENCE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

JARRELL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

SAM BASS VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

TAYLOR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

THRALL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WEIR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

4-11-11

Dear Commissioner ;

These are the estimated amounts of money paid out to each agency or ESD per the numbers provided to me by GIS.

Bartlett VFD		\$8,481
Cedar Park FD		50,398
City of Round Rock FD		70,764
City of Georgetown FD		43,328
Granger VFD		21,409
Leander FD		28,962
Taylor FD		13,998
Taylor VFD		21,522
Thrall VFD		23,215
ESD #1	Jollyville	14,658
ESD #2	Sam Bass	19,661
ESD #3	Hutto	26,074
ESD #4	Liberty Hill	34,978
ESD #5	Jarrell	18,498
ESD #6	Weir	11,097
ESD #7	Florence	26,940
ESD #8	Georgetown	28,789
ESD #9	Round Rock	17,532
ESD #10	Coupland	12,825
Fire Chief's Association		<u>20,000</u>
Total		\$513,129

WILLIAMSON COUNTY

General Ledger
Period: OCT-09 TO SEP-10

Report Date: 12-APR-2011 08:07
Page: 1 of 1

Currency: USD
Balance Type: Actual

Fund: 0100 GENERAL FUND

Accounting Flexfield

Source Category Name	Description	Line Item	Date	Journal Amount	Account Balance
01.0100.0640.004104	Williamson County.GENERAL FUND.PUBLIC ASSISTANCE.RURAL FIRE PRO				
Payabl	Purchase Invoices	US 2010, RURAL FIRE	WILLIAMSON CT 02-NOV-09	Begin Balance:	0.00
NOV-09				22,000.00	
NOV-09				End Balance:	22,000.00
Payabl	Purchase Invoices	US 2010/FIRST HALF R	WILLIAMSON CT 03-DEC-09	12,000.00	
Payabl	Purchase Invoices	US 2010/FIRST HALF R	CITY OF LEAND 03-DEC-09	15,500.00	
Payabl	Purchase Invoices	US 2010/FIRST HALF R	WILLIAMSON CT 03-DEC-09	30,000.00	
Payabl	Purchase Invoices	US 2010/1ST HALF, RU	WILLIAMSON CT 15-DEC-09	9,500.00	
Payabl	Purchase Invoices	US 2010/1ST HALF, RU	WILLIAMSON CT 15-DEC-09	13,000.00	
Payabl	Purchase Invoices	US 2010/FIRST HALF, BARTLETT VFD	18-DEC-09	9,000.00	
Payabl	Purchase Invoices	US 2010 FIRST HALF, WILLIAMSON CT	18-DEC-09	15,000.00	
DEC-09				End Balance:	126,000.00
JAN-10				End Balance:	126,000.00
FEB-10				End Balance:	126,000.00
MAR-10				End Balance:	126,000.00
APR-10				End Balance:	126,000.00
MAY-10				End Balance:	126,000.00
JUN-10				End Balance:	126,000.00
Payabl	Purchase Invoices	US 2010/1ST HALF RUR	GRANGER VFD 09-JUL-10	14,500.00	
Payabl	Purchase Invoices	US 2010/1ST HALF RUR	THRALL VFD 09-JUL-10	15,000.00	
Payabl	Purchase Invoices	US 2010/1ST HALF RUR	TAYLOR VFD 09-JUL-10	21,000.00	
Payabl	Purchase Invoices	US 2010 1ST HALF RUR	WILLIAMSON CT 16-JUL-10	20,000.00	
Payabl	Purchase Invoices	US 2010 SECOND HALF, BARTLETT VFD	22-JUL-10	9,000.00	
Payabl	Purchase Invoices	US 2010 2ND HALF OF	WILLIAMSON CT 22-JUL-10	9,500.00	
Payabl	Purchase Invoices	US 2010 2ND HALF OF	WILLIAMSON CT 22-JUL-10	12,000.00	
Payabl	Purchase Invoices	US 2010 2ND HALF OF	WILLIAMSON CT 22-JUL-10	13,000.00	
Payabl	Purchase Invoices	US 2010 2ND HALF OF	WILLIAMSON CT 22-JUL-10	15,000.00	
Payabl	Purchase Invoices	US 2010 SECOND HALF, CITY OF LEAND	22-JUL-10	15,500.00	
Payabl	Purchase Invoices	US 2010 2ND HALF OF	WILLIAMSON CT 22-JUL-10	20,000.00	
Payabl	Purchase Invoices	US 2010 SECOND HALF, WILLIAMSON CT	22-JUL-10	30,000.00	
JUL-10				End Balance:	320,500.00
Payabl	Purchase Invoices	US 2010 SECOND HALF, GRANGER VFD	02-AUG-10	14,500.00	
Payabl	Purchase Invoices	US 2010 SECOND HALF, TAYLOR VFD	03-AUG-10	21,000.00	
Payabl	Purchase Invoices	US 2010 RURAL FIRE A	WILLIAMSON CT 04-AUG-10	25,000.00	
Payabl	Purchase Invoices	US 2009-2010 RURAL F	WILLIAMSON CT 20-AUG-10	34,000.00	
AUG-10				End Balance:	415,000.00
Payabl	Purchase Invoices	US 2010 SECOND HALF, THRALL VFD	30-SEP-10	15,000.00	
Payabl	Purchase Invoices	US 2009-2010 RURAL F	WILLIAMSON CT 30-SEP-10	64,000.00	
SEP-10				End Balance:	494,000.00

WILLAMSON COUNTY FIRE SERVICE FUNDING FOR 1999 - 2000

Final Version

ASSESSED VALUE PERCENTAGE	33.333333%	\$190,666.66
ACREAGE VALUE PERCENTAGE	33.333333%	\$190,666.66
BASE VALUE PERCENTAGE	33.333333%	\$190,666.66

TOTAL

100.000000%	\$571,999.98
\$12,589,429,796.00	
\$572,000.00	
16.00	
\$11,916.67	

TOTAL COUNTY EVALUATION 1999 ASSD
COMMISSIONERS ALLOCATION
NUMBER OF COUNTY FIRE DEPT'S
BASE VALUE PER DEPARTMENT

Jollyville Caped @ 40,000.00
Cedar Park Caped @ 31,000.00
Georgetown Caped @ 60,000.00
Round Rock Caped @ 64,000.00

FIRE DEPT

EVALUATION % VALUE % ACREAGE

1999 \$ VALUE 1998 \$ VALUE DIFFERENCE

BARTLETT	\$ 40,075,521.00	0.00318	0.02890	\$18,033.88	\$ 14,968.22	\$3,065.66
CEDAR PARK	\$ 1,562,917,019.00	0.12415	0.02540	\$31,000.00	\$ 31,000.00	\$0.00
COUPLAND	\$ 37,418,923.00	0.00297	0.05050	\$22,112.04	\$ 18,528.16	\$3,583.88
FLORENCE	\$ 113,502,043.00	0.00902	0.11160	\$34,914.05	\$ 28,964.54	\$5,949.51
GEORGETOWN	\$ 2,494,356,830.00	0.19813	0.14610	\$60,000.00	\$ 60,000.00	\$0.00
GRANGER	\$ 73,911,324.00	0.00587	0.08470	\$29,185.52	\$ 24,517.79	\$4,667.73
HUTTO	\$ 181,874,788.00	0.01445	0.04830	\$23,880.36	\$ 19,551.34	\$4,329.02
JARRELL	\$ 72,992,946.00	0.00580	0.06640	\$25,682.41	\$ 21,446.58	\$4,235.83
JOLLYVILLE	\$ 1,936,696,522.00	0.15384	0.00920	\$40,000.00	\$ 41,771.72	(\$1,771.72)
LEANDER	\$ 760,073,873.00	0.06037	0.03980	\$31,016.50	\$ 26,681.63	\$4,334.87
LIBERTY HILL	\$ 255,697,499.00	0.02031	0.09820	\$34,512.67	\$ 28,314.41	\$6,198.26
ROUND ROCK	\$ 3,568,891,770.00	0.28348	0.04460	\$64,000.00	\$ 64,000.00	\$0.00
SAM BASS	\$ 760,502,541.00	0.06041	0.00950	\$25,245.80	\$ 20,865.28	\$4,380.52
TAYLOR	\$ 596,683,365.00	0.04740	0.10990	\$41,907.69	\$ 35,797.31	\$6,110.38
THRALL	\$ 66,870,083.00	0.00531	0.09430	\$30,909.28	\$ 25,886.00	\$5,023.28
WEIR	\$ 66,964,749.00	0.00532	0.03270	\$19,165.65	\$ 15,822.36	\$3,343.29
TOTAL	\$12,589,429,796.00			\$531,749.75		
				40,250.25	WCFC Amount	

ALBANY FIRE DEPT
to be paid
Jollyville
CSDs
not FSDs
Bartlett - Granger - Jollyville - Round Rock
not FSDs

JurisdictionsEstimated Population per FD (2010 Census)Area per Square Mile

AUSTIN FD	33,071	164.45	11.45
BARTLETT FD	2,097	108.86	35.07
CEDAR PARK FD	63,804	113.74	28.68
CITY OF ROUND ROCK FD	110,458	124.86	54.84
COUPLAND VFD	730	11.46	59.502
FLORENCE VFD	2,193	47.17	123.62
CITY OF GEORGETOWN FD	63,656	74.12	137.79
GRANGER VFD	2,425	12.45	98.56
HUTTO VFD	21,194	113.24	56.48
JARREL VFD	4,763	55.93	75.9
JOLLYVILLE VFD	18,909	136.5	7.06
LEANDER FD	28,701	120.3	44.36
LIBERTY HILL VFD	13,277	63.71	127.85
SAM BASS VFD	27,238	126.07	10.52
TAYLOR FD	15,047	46.9	17.33
TAYLOR VFD	2,161	25.79	100.05
THRALL VFD	2,259	16.29	108.17
WEIR VFD	3,097	54.13	44.6
ESD #1	18,912	136.31	7.1
ESD #2	24,951	131.1	10.98
ESD #3	21,200	112.7	56.17
ESD #4	13,366	63.25	128.11
ESD #5	4,763	55.83	75.82
ESD #6	3,097	54.3	44.65
ESD #7	4,409	37.64	119.27
ESD #8	16,270	73	87
ESD #9	19,263	93.88	20.24
ESD #10	1,265	11.67	59.7

Discuss and take appropriate action concerning approving reorganization of staff positions in the Magistrate's Office.**Commissioners Court - Regular Session**

Date: 04/19/2011
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Executive Session

Information**Agenda Item**

Discuss and take appropriate action concerning approving reorganization of staff positions in the Magistrate's Office.

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: Lisa Zirkle Started On: 04/14/2011 11:31 AM
Final Approval Date: 04/14/2011

Discuss Real Estate Matters

Commissioners Court - Regular Session

Date: 04/19/2011
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 or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
- f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- i) Discuss proposed Northwoods Road District.
- j) Discuss conveyance of University Boulevard right-of-way.
- k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

l) Discuss proposed realignment project along FM 1660.

m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.

n) Discuss proposed acquisition of property for right-of-way along Chandler III A.

o) 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.

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: 04/14/2011 09:16 AM
Final Approval Date: 04/14/2011

**Consultation with Attorney regarding Pending or Potential Claims and
Litigation or other confidential attorney-client matters
Commissioners Court - Regular Session**

Date: 04/19/2011
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

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

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts

- a) Status Update-Pending Cases or Claims
- b) Adams Claim

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry Started On: 04/13/2011 06:16 PM
 Final Approval Date: 04/14/2011