NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONER'S COURT June 21st, 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 –)

- **5.** Consider and take appropriate action regarding Agreement between Williamson County and ESD # 3 Hutto for 2010/2011.
- **6.** Consider and take appropriate action regarding an additional change fund for the Quarry Splash Pad in the Southwest Regional Park
- 7. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, trade-in, donation, or destruction.
- **8.** Discuss and take appropriate action regarding Agreement between Williamson County and the City of Leander for 2010/2011.

- **9.** Consider and take appropriate action regarding Agreement between Williamson County and ESD # 6 Weir for 2010/2011
- **10.** Discuss and take appropriate action regarding Agreement between Williamson County and Weir VFD for 2010/2011.
- **11.** Consider road closure for Fox Hallow Circle on July 4, 2010 from 9:00 a.m. until 10:00 a.m. for the Tonkawa Springs Neighborhood Parade.
- **12.** Consider road closure for Racine Trail on July 4, 2010 from 7:00 P.M. until 12:00 A.M. for their neighborhood block party.
- 13. Consider closing Liberty Walk from Valona Loop to O'Connor on Monday, July 4th, from 8:00 a.m. until 10:00 a.m. for the Brushy Creek Women's Association annual 4th of July parade and consider loaning cones and barricades.
- **14.** Take appropriate action on approving two full time deputies and one reserve deputy for Precinct 2 to fill open positions.

REGULAR AGENDA

- **15.** Hear presentation from and recognize Eagle Scout candidate Sam Ferrero for his Eagle Scout project work on informational kiosks for the Williamson County Southwest Regional Park.
- **16.** Discuss and take appropriate action regarding road bond program.
- 17. Consider authorizing 2006 Road Bond Budget transfer request per recommendation of Mike Weaver, Road Bond Manager to transfer \$8,750,000.00 from Non Departmental (P156) distributed to the following projects: \$2,000,000.00 SH 29 Left Turn Lane @ Liberty Hill (P246), \$5,000,000.00 SH 29 ROW Acquisition (P217), and \$1,750,000.00 San Gabriel Parkway Phase II (P168).
- **18.** Consider approving Change Order No. 21 in the amount of \$77,292.75 for Williams Drive, a Road Bond Project in Precinct Three.
- **19.** Consider approving Change Order No. 22 in the amount of \$168,550.30 for Williams Drive, a Road Bond Project in Precinct Three.
- **20.** Consider approving Change Order No. 23 in the amount of \$40,694.60 for Williams Drive, a Road Bond Project in Precinct Three.
- **21.** Consider approving Change Order No. 24 in the amount of \$65,088.88 for Williams Drive, a Road Bond Project in Precinct Three.
- 22. Consider authorizing advertising and setting date of July 12, 2011 at 2:00pm in the Purchasing Department to receive bids for WATER QUALITY PONDS FOR RM 2338, Bid # 11WC914.

- Consider authorizing the County Judge to execute a real estate contract with Trona T. Blaha, f/k/a Trona T. Krueger, Daniel Dwayne Krueger a/k/a Daniel D. Krueger and Treila Krueger Aery f/k/a Treila Latrelle Krueger for ROW needed on Hwy 79 Section 3. (Parcel 39 Parts 1, 2 & 3)
- 24. 10:00 A.M. Hold Public Hearing regarding the submission of a petition requesting the creation of the Williamson County Emergency Services District #11.
- 25. Discuss and take appropriate action on establishment of Williamson County Emergency Services District No. 11, including but not limited to acceptance of petition, and calling for an election on November 8, 2011 regarding creation of said District and imposition of a maximum tax rate of ten cents per hundred dollar valuation.
- **26.** 10:05 A.M. Hold Public Hearing regarding the submission of a petition requesting the creation of the Williamson County Emergency Services District #12.
- 27. Discuss and take appropriate action on establishment of Williamson County Emergency Services District No. 12, including but not limited to, acceptance of petition, and calling for an election on November 8, 2011 regarding creation of said District and imposition of a maximum tax rate of ten cents per hundred dollar valuation.
- **28.** Discuss and take appropriate action on extending the Burn Ban for Williamson County.
- 29. Discuss and take appropriate action on an Order Extending the Declaration of a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks.
- **30.** Discuss and take possible action regarding Texas legislative issues and bills that relate to county business.
- **31.** Discuss and take appropriate action on the FY 2011 CDBG Action Plan.
- **32.** Discuss and take appropriate action on "RESOLUTION ON THE STATUS OF THE WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN".
- **33.** Discuss and take appropriate action on Tobacco Account budget.
- **34.** Discuss and take appropriate action on Indigent Defense Task Force grant.
- **35.** Consider and take appropriate action on Change Order # 1 in the amount of \$33,646 for the Parks Administrative Office in the Southwest Regional Park.
- **36.** Consider approving an amendment to the current agreement with Compass Group USA, Inc. (Canteen Vending Services Division), to continue providing vending products and services to Williamson County.
- **37.** Consider approving an agreement with Voelter Associates, Inc. to provide professional engineering services for the re-roofing of the Williamson County Museum.

- **38.** Consider approving an agreement with Moman Architects, Inc. to provide architectural services to expand the lobby of Justice of the Peace, Precinct 4.
- **39.** Discuss economic development issues and consider approval of a Memorandum of Understanding with Fisher-Rosemont Systems, Inc.
- **40.** Consider authorizing advertising and setting date of July 26, 2011 at 2:00 PM in the Purchasing Department to receive proposals for annual contracts for FY 2012.
- **41.** Discuss and take action on trade-in of current communications trailer to Farber Specialty Vehicles Inc. for credit and purchasing a new mobile communications truck with credit and FY2010 UASI homeland security grant funds.
- **42.** Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for June 2011 Extra Duty and Voluntary Duty:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$9,389.94	01
	0100.0000.341240	Ex Duty Revenue, SO	\$26,457.58	02
	0100.0000.341221	Revenue Const 1	\$1,674.68	03
	0100.0000.341222	Revenue, Const 2	\$1,721.45	04
	0100.0000.341224	Revenue, Const 4	\$30,111.36	05
	0100.0000.341226	Revenue, Juv	\$363.30	06

43. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for June 2011 Extra Duty and Voluntary Duty pay:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,350.00	01
	0100.0551.002010	FICA, Const 1	\$103.28	02
	0100.0551.002020	Retirement, Const 1	\$153.90	03
	0100.0551.002050	Worker's Comp, Const 1	\$67.50	04
	0100.0552.001117	Payroll, Const 2	\$472.50	05
	0100.0552.001118	Payroll, Const 2	\$958.63	06
	0100.0552.002010	FICA, Const 2	\$109.49	07
	0100.0552.002020	Retirement, Const 2	\$109.28	08
	0100.0552.002050	Worker's Comp, Const 2	\$71.56	09
	0100.0554.001117	Payroll, Const 4	\$26,730.00	10
	0100.0554.002010	FICA, Const 4	\$2,044.85	11

0100.0554.002050	Worker's Comp, Const 4	\$1,336.50	12
0100.0560.001117	Vol Duty, SO	\$6,915.10	13
0100.0560.001118	Extra Duty, SO	\$21,328.15	14
0100.0560.002010	FICA, SO	\$2,160.61	15
0100.0560.002020	Retirement, SO	\$2,431.41	16
0100.0560.002050	Worker's Comp, SO	\$1,412.17	17
0100.0570.001117	Payroll, Jail	\$1,420.40	18
0100.0570.002010	FICA, Jail	\$108.66	19
0100.0570.002050	Worker's Comp, Jail	\$71.02	20
0100.0576.001117	Payroll, Juv	\$322.50	21
0100.0576.002010	FICA, Juv	\$24.67	22
0100.0576.002050	Worker's Comp, Juv	\$16.13	23

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)."

- **44.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - 1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase IV.

- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- I) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Avery Station RID.
- q) Discuss proposed acquisition of drainage easements along CR 138.
- **45.** 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) Civil Action No. 1:11-CV-278-SS, Will Aguilar v. Williamson County, Texas, Daniel Robertson and Michael Baxter; In The United States District Court For The Western District of Texas
- **46.** 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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
- i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
- j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
- k) Employment related matters.
- I) Other confidential attorney-client matters, including contracts.
- **47.** Discuss and take appropriate action on real estate.
- **48.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

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) Civil Action No. 1:11-CV-278-SS, Will Aguilar v. Williamson County, Texas, Daniel Robertson and Michael Baxter; In The United States District Court For The Western District of Texas
- **49.** 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.
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 - 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:
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- k) Employment related matters.
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		Dan A. Gattis, County Judge
This notice	of meeting was post	ed in the locked box located on the south side of the Williamson
County Cou	urthouse, a place rea	idily accessible to the general public at all times, on the
day of	, 2011 at	and remained posted for at least 72 continuous hours
preceding t	he scheduled time of	f said meeting.

Agreement between Williamson County and ESD # 3 Hutto for 2010/2011 **Commissioners Court - Regular Session**

Date: 06/21/2011

Lucille D'Elia, County Judge Submitted By:

County Judge **Department:**

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and ESD # 3 Hutto for 2010/2011.

Background

Fiscal Impact

Franc/To Acat No Becominstica Amount	
From/To Acct No. Description Amount	Sort Seq

Attachments

Link: ESD # 3

Form Routing/Status

Started On: 06/14/2011 02:55 Form Started By: Lucille D'Elia

Final Approval Date: 06/16/2011

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 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").

1. 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.
- 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 the 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. <u>Funds Owed County</u>. 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. <u>Breach of Other Agreements.</u> If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until which 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. <u>No Waiver of Immunities</u>. 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.** <u>Assignment</u>. 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. <u>Compliance with Applicable Laws</u>. 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 $1^{\rm st}$ 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
Ву:
Printed Name:
Representative Capacity:
Date:, 20
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
Ву:
Printed Name: Joseph Rubee
Representative Capacity: Fesdent MCCD \$
Date: <u>May</u> 26, 201/

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Ву:		-
Printed Name:		-
Representative Capacity:		<u></u>
Date:	, 20	
WILLIAMSON COUNTY	' EMERGENCY SE	RVICES DISTRICT NO. 5
Ву:	***************************************	
Printed Name:		
Representative Capacity:		-
Date:	, 20	
		RVICES DISTRICT NO. 6
By:		
Printed Name:		
Date:	, 20	
WILLIAMSON COUNTY	EMERGENCY SE	RVICES DISTRICT NO. 7
Ву:		
Printed Name:		
Representative Capacity:		
Date:	, 20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By:		
Printed Name:		
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNT	TY EMERGENC	CY SERVICES DISTRICT NO.
Ву:		
Printed Name:		
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNT By:		CY SERVICES DISTRICT NO.
Printed Name:		······
Representative Capacity:		
Date:	, 20	
CITY OF CEDAR PARI	K, TEXAS	
Ву:		
Printed Name:		and the state of t
Representative Capacity:		
T>-4	20	

CITY OF GEORGI	ETOWN, TEXAS
Ву:	
Representative Capac	eity:
Date:	, 20
CITY OF LEANDE	R, TEXAS
Ву:	
Printed Name:	
Representative Capac	eity:
Date:	, 20
CITY OF ROUND I	
	ity:
Date:	, 20
CITY OF TAYLOR	, TEXAS
Ву:	
Representative Capac	ity:
D .	20

BARTLETT VOLUNTEER FIRE DEPARTMENT

Ву:	
Printed Name:	
Representative Capacity:	
Date:, 20	
COUPLAND VOLUNTEER FIRE D	EPARTMENT
Ву:	According to Artist the Comp
Printed Name:	
Representative Capacity:	
Datc:, 20	
FLORENCE VOLUNTEER FIRE DI	
By:	
Printed Name:	
Representative Capacity:	
Date:, 20	
GRANGER VOLUNTEER FIRE DE	PARTMENT
Ву:	
Printed Name:	
Representative Capacity:	
Date:, 20	•

JARRELL VOLUNTEE	R FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
JOLLYVILLE VOLUNT	EER FIRE DEPARTMEN
By:	
Printed Name:	
Representative Capacity:	
Date:	, 20
SAM BASS VOLUNTEED By:	
Printed Name:	
Representative Capacity: _	
Date:	, 20
TAYLOR VOLUNTEER	FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity: _	
Date:	, 20

THRALL VOLUNTEER FIRE DEPARTMENT By: ______ Printed Name: ______, 20___ Date: ______, 20___ WEIR VOLUNTEER FIRE DEPARTMENT By: ______ Printed Name: ______ Representative Capacity: ______ Date: ______, 20____

WILLIAMSON COUNTY:		
Ву:		
Printed Name:		
Representative Capacity: _		
~ .	20	

Consider and take appropriate action regarding an additional change fund for the Quarry Splash Pad in the Southwest Regional Park Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Jim Rodgers, Parks

Submitted For: Jim Rodgers

Department: Parks
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding an additional change fund for the Quarry Splash Pad in the Southwest Regional Park

Background

With the opening of the Quarry Splash Pad a change fund was requested to operate the revenue collection machine. We did monitor the operation and learned the public uses the facility -a lot- and the change fund was depleted rather quickly. An additional \$800 is requested for the change fund used to stock the machine to provide change to the customers. Many thanks to our Audit Department for being very responsive.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Started On: 06/14/2011 03:32

Rodgers PM

Final Approval Date: 06/16/2011

Weekly Asset Transfers Commissioners Court - Regular Session

Date: 06/21/2011

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, trade-in, donation, or destruction.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Asset Transfers

Form Routing/Status

Form Started By: Patrick Strittmatter

Started On: 06/15/2011 08:25

AM

Final Approval Date: 06/16/2011

Williamson County

Print Form ...

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)					
C TRANSFER bet ween county department	ts CTRADE-IN for new assets of similar type for the county	DESTRUCTION due to			
SALE at the earliest auction *	ODONATION to a non-county entity	Public Health / Safety			

Asset List:

Quantity	Description Manufacturer ID# (year, make, model, etc.) (serial, service tag, or VIN)		County Tag#	Condition of Assets (Working, Non- Working)	
1	Casio DL-250LA Calculator	Q205213 Q QD5 Q413?		Non-Working	
1	Casio DR-210HD Calculator	Q2261563		Non-Working	
1	Casio DL-220L Calculator	Q2131740		Non-Working	
1	Monroe 2725 Calculator	V220360		Non-Working	
1	Sharp EL-1197P Calculator	2D050860		Non-Working	

Ondip 22 11011 Calculator	THE TYPINING
Parties involved:	
FROM (Topo of some Department) Court Club	
FROM (Transferor Department): County Clerk	
Transferor - Elected Official/Department Head/	
Authorized Staff:	Contact Person: RECEIVED
Nancy E. Rister	Marilyn Cavender
Print Name	Print Name
1/0110 = ===============================	11 (512) 042 1540 IIIN - 9
Signature 06/02/2011	+1 (512) 943-1549 Phone Number
Date	: Lation's OFFICE
	WILL MASON COUNTY, TEXAS
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:
	Contact Fison.
Print Name	Print Name
Signature Date	Phone Number
9700.00000000	
* If the above accet(c) is (ave) listed for sale at austion and no hide are	woods the Durchesias Divertor and discount for June 14: (1)
* If the above asset(s) is (are) listed for sale at auction and no bids are asset(s). A list of the (these) asset(s) to be donated or disposed of will	
	are an area and a control of an area and area area.
F	A 1:4 1 - Off:
Forward to Count	ty Auditor's Office
	-

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

Williamson County

Print Form

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)					
○ TRANSFER bet ween county departmen	ts CTRADE-IN for new assets of similar type for the county	DESTRUCTION due to			
SALE at the earliest auction *	ODONATION to a non-county entity	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	Panasonic JE-720P Calculator	V220360	A105376	Non-Working
1	Archer AC Adapter	273-1454A		Working
1	Victor 1260-2 Calculator	78303015		Non-Working

Parties involved:		
FROM (Transferor Department): County Clerk		
Transferor - Elected Official/Department Head/		RECEIVED
Authorized Staff:	Contact Person:	UL OF IA FOR
Nancy E. Rister	Marilyn Cavender	2010
Print Name	Print Name	JUN -9
Dency E. Rinter 06/02/20	11 +1 (512) 943-1549	a section of the
Signature	nte Phone Number	WILL DAMSON COUNTY, TEXAS
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 Da	te Phone Number	
* If the above asset(s) is (are) listed for sale at auction and no bids asset(s). A list of the (these) asset(s) to be donated or disposed of v	are made, the Purchasing D vill be sent to the Auditor's	virector may dispose of or donate this (these) Office with a date of donation or disposal.
Forward to Cour	nty 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	

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

Williamson County

Print Form

Asset Status Change Form

The follo	owing asset(s) is(are) considered for: (select or	ne)		N	
← TRANS	FER bet ween county departments (TRADE-IN for n	ew assets of similar type for the county	DEST	TRUCTION due to	
← SALE a	t the earliest auction * C DONATION to	Publ	DESTRUCTION due to Public Health / Safety		
Asset L	Trade-in Valu	L\$300			
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	
P				Non-Working	
Print Nar Signature	June 6,	A = = = []	RECE	3 2011	
	sferee Department/Auction/Trade-in/Donee): TRADE I ee - Elected Official/Department Head/	n GT Distributors	5	2011	
Authoriz	red Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	Contact Person:	LUNOR LUMSON ('S OFFICE COUNTY, TEXAS	
Print Nar	ne	Print Name			
Signature	е	Date Phone Number			
	ove asset(s) is (are) listed for sale at auction and no bio list of the (these) asset(s) to be donated or disposed o				
		Inty Auditor's Off	ice		

by

_	Descriptic (year, make, mo		Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
e	r, X26	46348	X00-374181	01597	non-working
e	r, X26	41509	X00-146729	00813	non-working
6	r, X26	41623	X00-150756	00831	non-working
e	r, X26	41516	X00-146720	00821	non-working
e	r, X26	1 (62,2) \$	X00-391961	01607	non-working
6	r, X26	46341	X00-391843	01596	non-working
e	r, X26	4944.1	X00-194999	01164	non-working
e	r, X26	41518	X00-146747	00816	non-working
e	r, X26	434770	X00-254179	01333	non-working
е	r, X26	41518	X00-150646	00825	non-working
				,	
	<u> </u>				
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-					

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

Williamson County

Print Form

Asset Status Change Form

← TRANS	FER bet ween county departments (TRADE-IN for ne	ew as	sets of similar type for the county	DEST	PLICTION due to
	t the earliest auction * C DONATION to a			Publi	RUCTION due to c Health / Safety
Asset L	ist:			·	
Quantity	Description (year, make, model, etc.)		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
	see attached spreadsheet		O STANDARD OF THE OWNER OF A SHARMAN APPLICATION OF THE OWNER OWNER OF THE OWNER		Non-Working
					Non-Working
Parties i	involved:				
FROM (T	ransferor Department): 570 Corrections				
	or - Elected Official/Department Head/ red Staff:		Contact Person:		
LC Marsha	all		Emily Hajda		
Print Nar	m. 100			ECE	VED
Signatur	Julie 2, 2		+1 (512) 943-1324 Phone Number		
Signatur	, p	Jate	Friorie Namber	JUN 13	2011
TO (Trans	sferee Department/Auction/Trade-in/Donee): AUCTION	N	V-1:12	DITOR'S C	FFICE
Transfer	ee - Elected Official/Department Head/			WOON CON	VIY, IEXAS
	red Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)		Contact Person:		
Print Nan	ne		Print Name		St
Signature	e Da	ate	Phone Number		
* If the abo asset(s). A	ove asset(s) is (are) listed for sale at auction and no bids list of the (these) asset(s) to be donated or disposed of	s are will	made, the Purchasing Director may be sent to the Auditor's Office with	dispose of c	or donate this (these) nation or disposal.
	Forward to Cou	nt	y Auditor's Offi	ce	
This Chan	ge Status was approved as agenda item # in C				
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	S/S Proper Tactical Shirts (torn, faded, stains)	n/a	n/a	non-working
40	Black and Blue BDU pants (faded, torn)	n/a	n/a	non-working
3	Class A pants (old, faded)	n/a	n/a	non-working
25	Clerk Shirts (stains, worn, faded)	n/a	n/a	non-working
7	S/S Class B Shirts (stains, torn, old)	n/a	n/a	non-working
5	Omni Medal Detecting Wands (broken)	n/a	n/a	non-working
1	JVC Camcorder (broken)	144H0569	BC02479	non-working
1	Brother Intellifax 2820 (broken)	U61325A8N359370	n/a	non-working
	4 (
			V	

Williamson County

Print Form

Asset Status Change Form

← TRANS	owing asset(s) is(are) considered for: (select SFER bet ween county departments (TRADE-IN fo at the earliest auction * (DONATION to a considered for: (select t	r new as		nty © DEST Publi	RUCTION due to c Health / Safety	
Asset L						
Quantity	Description		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)	
1	Point Blank Body Armor (out of warranty)	FT- 05	01379506 BK-0501349482	BC 00984	Non-Working	
1	Point Blank Body Armor (out of warranty)	FT- 06	01368227 BK-0601368222	BC 01040	Non-Working	
					Non-Working	
					Non-Working	
					Non-Working	
K			Emily Hajda Print Name +1 (512) 943-1324 Phone Number	RECEIVED JUN 13 2011		
Authoriz	ree - Elected Official/Department Head/ red Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	į	Contact Person:	AMSON CO	UNTY, TEXAS	
Print Nar	me		Print Name	***************************************	8	
Signatur	е	Date	Phone Number			
* If the aboasset(s). A	ove asset(s) is (are) listed for sale at auction and no l list of the (these) asset(s) to be donated or disposed	bids are d of will	made, the Purchasing Director be sent to the Auditor's Office	may dispose of c	or donate this (these) nation or disposal.	
	Forward to Co	unt	ty Auditor's O	ffice		
This Chan	ge Status was approved as agenda item #	in Comi	nissioner's Court on			
If for Sale,	the asset(s) was(were) delivered to warehouse on		by			

Agreement between Williamson County and the City of Leander for 2010/2011

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Lucille D'Elia, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and the City of Leander for 2010/2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: City of Leander

Form Routing/Status

Form Started By: Lucille D'Elia Started On: 06/15/2011 09:48

AM

Final Approval Date: 06/16/2011

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 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 Ist 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. <u>Failure to Meet Conditions; Suspension of Funding and Termination</u>

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 the 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. <u>Funds Owed County.</u> 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 Count is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until which 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.** <u>Assignment</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Entire Agreement</u>. 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 $1^{\rm st}$ day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNT	TY EMERGENCY :	SERVICES DISTRICT NO. 1
Ву:		marketina.
Printed Name:		
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNT	Y EMERGENCY S	SERVICES DISTRICT NO. 2
Ву:		orana.
Printed Name:		_
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNT	Y EMERGENCY S	ERVICES DISTRICT NO. 3
Ву:		
Printed Name:		
Representative Capacity:		reacons.
Date:	, 20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Ву:		_
Printed Name:		_
Representative Capacity:		_
Date:	, 20	
WILLIAMSON COUNTY	EMERGENCY SE	CRVICES DISTRICT NO. 5
By:		
Printed Name:		_
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNTY By:		RVICES DISTRICT NO. 6
Printed Name:		
Representative Capacity:		-
Date:	, 20	
WILLIAMSON COUNTY	EMERGENCY SE	RVICES DISTRICT NO. 7
Ву:		
Printed Name:		
Representative Capacity:		
Data	20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

Ву:		
Printed Name:		_
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNTY	Y EMERGENCY SI	ERVICES DISTRICT NO. 9
Ву:		-
Printed Name:		
Representative Capacity: _		derin
Date:	, 20	
WILLIAMSON COUNTY	/ EMERGENCY SE	ERVICES DISTRICT NO. 10
By:		
Printed Name:		-
Representative Capacity:		_
Date:	, 20	
CITY OF CEDAR PARK,	TEXAS	
Ву:		· .
Printed Name:		
Representative Capacity:		
Dote	20	

CITY OF GEORGETO	WN, TEXAS
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
CITY OF LEANDER, T	EXAS
By: (John R)	. Commen
Printed Name: JOHA	D. COWMAN
Representative Capacity:	
Date: <u>5/19/4</u>	, 20
CITY OF ROUND ROC	K, TEXAS
By:	
Printed Name:	
Representative Capacity:	
Date:	, 20
CITY OF TAYLOR, TEX	XAS
Ву:	***************************************
Printed Name:	
Representative Capacity:	
_	



BARTLETT VOLUNTEER FIRE DEPARTMENT

Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
COUPLAND VOLUNT	EER FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
FLORENCE VOLUNTI	EER FIRE DEPARTMENT
Printed Name:	
Representative Capacity:	
Date:	, 20
GRANGER VOLUNTE	ER FIRE DEPARTMENT
Зу:	
Printed Name:	
Representative Capacity:	
Date:	20

JARRELL VOLUNTEER FIRE DEPARTMENT
Ву:
Printed Name:
Representative Capacity:
Date:, 20
JOLLYVILLE VOLUNTEER FIRE DEPARTMENT
Ву:
Printed Name:
Representative Capacity:
Date:, 20
SAM BASS VOLUNTEER FIRE DEPARTMENT
Ву:
Printed Name:
Representative Capacity:
Date:, 20
TAYLOR VOLUNTEER FIRE DEPARTMENT
By:
Printed Name:
Representative Capacity:
Date:, 20

THRALL VOLUNTEER FIRE DEPARTMENT By: ______ Printed Name: ______, 20___ MEIR VOLUNTEER FIRE DEPARTMENT By: ______ Printed Name: ______ Representative Capacity: ______ Date: _____, 20___

WILLIAMSON COUNT	Y:
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20

Agreement between Williamson County and ESD # 6 Weir for 2010/2011 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Lucille D'Elia, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and ESD # 6 Weir for 2010/2011

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: ESD # 6 Agreement

Form Routing/Status

Form Started By: Lucille D'Elia

Started On: 06/15/2011 10:59

2y. 2domo 2 2ma A

Final Approval Date: 06/16/2011

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 GRANGER 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").

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 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 the 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. <u>Funds Owed County.</u> 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. <u>Breach of Other Agreements.</u> If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until which 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.** <u>Assignment.</u> 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. <u>Compliance with Applicable Laws</u>. 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. <u>Entire Agreement</u>. 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 COUNT	TY EMERGENCY	SERVICES DISTRICT NO. 1
Ву:		
Printed Name:		
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNT	TY EMERGENCY	SERVICES DISTRICT NO. 2
Ву:		
Printed Name:		andrewen.
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNT	Y EMERGENCY S	SERVICES DISTRICT NO. 3
Ву:		-
Printed Name:		***************************************
Representative Capacity:		
Data:	20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By:		
Printed Name:		and the second s
Representative Capac	eity:	
Date:	, 20	
WILLIAMSON CO	UNTY EMERGENCY S	ERVICES DISTRICT NO. 5
Ву:		
Printed Name:		
Representative Capac	ity:	
Date:	, 20	
0	UNTY EMERGENCY SI SMcBud:	ERVICES DISTRICT NO. 6
Printed Name:	SA MCBRIDE	<u>.</u>
Representative Capaci	ity: PRESIDENT	
Date: 5/26	, 20//	
WILLIAMSON COU	JNTY EMERGENCY SI	ERVICES DISTRICT NO. 7
Ву:		-
Printed Name:		·
Representative Capaci	ty:	_
Data	20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

Ву:		
Printed Name:		
Representative Capacity: _		
Date:	, 20	
WILLIAMSON COUNTY	Y EMERGENC	CY SERVICES DISTRICT NO. 9
Ву:		
Printed Name:		
Representative Capacity:		
Date:	, 20	
		Y SERVICES DISTRICT NO. 10
Printed Name:		
Representative Capacity:		
Date:	, 20	
CITY OF CEDAR PARK	, TEXAS	
Ву:		
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

Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
COUPLAND VOLUNT	EER FIRE DEPARTMEN
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
FLORENCE VOLUNT	EER FIRE DEPARTMEN
Printed Name:	
Representative Capacity:	
Date:	, 20
GRANGER VOLUNTE	ER FIRE DEPARTMENT
By:	
Printed Name:	
Representative Capacity:	
D-4	20

JARRELL VOLUNTEE	R FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
JOLLYVILLE VOLUNT	EER FIRE DEPARTMENT
By:	
Printed Name:	
Representative Capacity:	
Date:	, 20
SAM BASS VOLUNTEE	R FIRE DEPARTMENT
By:	
Printed Name:	
Representative Capacity: _	
Date:	, 20
TAYLOR VOLUNTEER	FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity: _	
Date:	, 20

THRALL VOLUNTEER FIRE DEPARTMENT By: ______ Printed Name: ______, 20___ WEIR VOLUNTEER FIRE DEPARTMENT By: ______ Printed Name: ______ Representative Capacity: ______ Date: _____, 20___

WILLIAMSON COUNTY:		
Ву:		
Printed Name:		
Representative Capacity: _		
Date:	, 20	

Agreement between Williamson County and Weir VFD for 2010/2011 **Commissioners Court - Regular Session**

06/21/2011 Date:

Lucille D'Elia, County Judge Submitted By:

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and Weir VFD for 2010/2011.

Background

Consider and take appropriate action regarding Agreement between Williamson County and the Weir Volunteer Fire Dept. for 2010/2011

Fiscal Impact	

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Weir VFD Agreement

Form Routing/Status

Started On: 06/15/2011 11:10 Form Started By: Lucille D'Elia

AM

Final Approval Date: 06/16/2011

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 GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS 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 the 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. <u>Funds Owed County</u>. 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. <u>Breach of Other Agreements.</u> If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until which 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. <u>Construction</u>. 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.** <u>Assignment.</u> 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. <u>Compliance with Applicable Laws</u>. 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. <u>Execution in Multiple Counterparts.</u> 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. <u>Entire Agreement</u>. 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 $1^{\rm st}$ day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNT	TY EMERGENC	Y SERVICES DISTRICT NO. 1
Ву:		· ·
Printed Name:		
Representative Capacity:	****	
Date:	, 20	
WILLIAMSON COUNT	Y EMERGENC	Y SERVICES DISTRICT NO. 2
Ву:		
Printed Name:		
Representative Capacity:		management of the second of th
Date:	, 20	
WILLIAMSON COUNT	Y EMERGENCY	Y SERVICES DISTRICT NO. 3
Ву:		
Printed Name:		
Representative Capacity:		
Date:	20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

ву:		_
Printed Name:		_
Representative Capacity:		
Date:	, 20	
WILLIAMSON COUNTY	Y EMERGENCY SE	ERVICES DISTRICT NO. 5
By:		
Printed Name:		
Representative Capacity:		
Date:	, 20	
. WILLIAMSON COUNTY	/ EMERGENCY SE	RVICES DISTRICT NO. 6
By:		
Printed Name:		
Representative Capacity:		-
Date:	, 20	
WILLIAMSON COUNTY	EMERGENCY SE	RVICES DISTRICT NO. 7
By:		
Printed Name:		
Representative Capacity:		
Data	20	

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By:	
Printed Name:	
Representative Capacity:	
Date:, 20	u.
WILLIAMSON COUNTY EMERG	GENCY SERVICES DISTRICT NO. 9
By:	**************************************
Printed Name:	
Representative Capacity:	
Date:, 20	_
	ENCY SERVICES DISTRICT NO. 10
By:Printed Name:	
Representative Capacity:	
Date:, 20	-
CITY OF CEDAR PARK, TEXAS	
By:	
Printed Name:	
Representative Capacity:	
Date:, 20	-

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___

CITY OF GEORGETOWN, TEXAS

BARTLETT VOLUNTEER FIRE DEPARTMENT

By:	
Printed Name:	
Representative Capacity:	
Date:	, 20
COUPLAND VOLUNTI	EER FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity:	
Date:	, 20
	EER FIRE DEPARTMENT
By:	
Printed Name: Representative Capacity:	
Date:	, 20
GRANGER VOLUNTEE	ER FIRE DEPARTMENT
Ву:	
Printed Name:	
Representative Capacity:	
Detail	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:
20

By:				
Printed Name:				
Representative Capacity:				
Date:, 20				
WEIR VOLUNTEER FIRE DEPARTMENT By:				
Printed Name: L. HARPEN				
Representative Capacity:				

THRALL VOLUNTEER FIRE DEPARTMENT

WILLIAMSON COUNT	Y:	
Ву:		
Printed Name:		
Representative Capacity: _		······································
Date:	, 20	

Tonkawa Spring Parade Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Rachel Rull, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Consider road closure for Fox Hallow Circle on July 4, 2010 from 9:00 a.m. until 10:00 a.m. for the Tonkawa Springs Neighborhood Parade.

Background

Parade to begin at 9 a.m ending by 10 a.m. There will be an escort to lead the children, parents, and pets on their bikes, trikes, wagons, and toy cars around Fox Hollow Circle. The parade will begin at the community park on Tonkawa Springs. This item has been through the road closure request process.

Fiscal Impact

From/To Acct No Description	A	0 10
From/10 Acct No. Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Started By: Pachol Bull Started On: 06/16/2011 09:04

Form Started By: Rachel Rull

AM

Final Approval Date: 06/16/2011

Racine Trail Block Party Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Rachel Rull, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Consider road closure for Racine Trail on July 4, 2010 from 7:00 P.M. until 12:00 A.M. for their neighborhood block party.

Background

Please see attached

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Sea

Attachments

Link: Racine Trail

Form Routing/Status

rm Started By: Backel By: Started On: 06/16/2011 09:24

Form Started By: Rachel Rull AM

Final Approval Date: 06/16/2011

JUDY WINGO

8168 Racine Trail Austin, TX 78717 (512) 733-0221 FAX (512) 733-2875 wingo@sbcglobal,net

June 5, 2011

Memo to Valerie Covey FAX 512-943-3376

From Judy Wingo

Several ladies who live in the 8100 block of Racine Trail, Austin, TX 78717 want permission to block off a portion of our street as follows:

Date: July 4, 2011

Time: From 7:30 p.m. until midnight

Purpose: To hold a family style block party, serving ice cream and

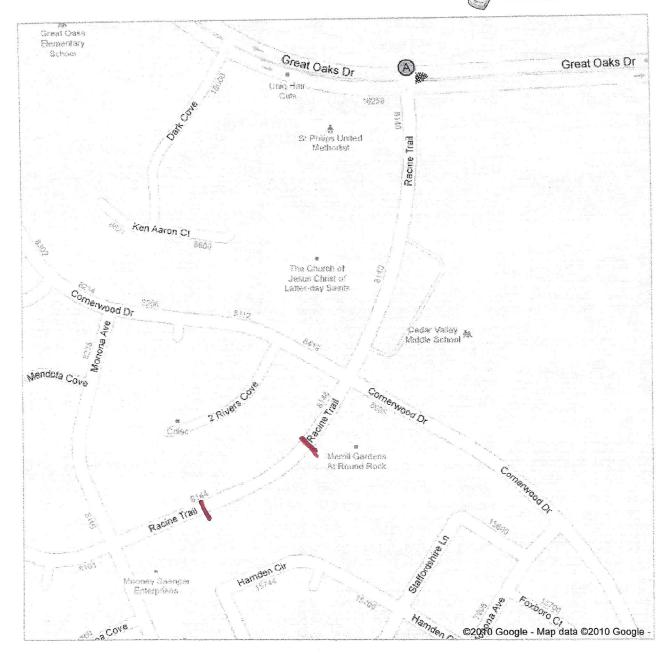
fireworks, if permitted.

We want to close off the street, starting just west of the drive way into Horizon Bay, following along Racine Trail, and ending just east of Monona Park. See map.

Thank you to the Commissioners for considering our request.

Google maps Address 8100 Racine Trail Round Rock, TX 78681

Get Google Maps on your phone
Text the word "GMAPS" to 466453



Road Closure - 4th of July parade Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Mary Clark, Commissioner Pct. #1

Submitted For: Mary Clark

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider closing Liberty Walk from Valona Loop to O'Connor on Monday, July 4th, from 8:00 a.m. until 10:00 a.m. for the Brushy Creek Women's Association annual 4th of July parade and consider loaning cones and barricades.

Background

Event Title: Brushy Creek Women's Association - Independence Day Parade & Festival Type of Closure: Special Event

Description: The Brushy Creek Women's Association will be hosting their annual Independence Day parade and festivities on Monday, July 4th. They would like to close Liberty Walk from Valona Loop to O'Connor. The parade will line up on Liberty Walk near Valona Loop at 9:00am. The parade will start at 9:30 a.m. and go down Liberty Walk to O'Connor and end at the Cat Hollow Park where the festivities will be. The parade should be complete by 10:00 a.m. They will notify the effected neighbors with door hangers. They would like to borrow cones and barricades as well as the flashing sign if it is available.

Location of Road Closure: Liberty Walk from Valona Loop to O'Connor in Brushy Creek

Requestor First Name: Nina Requestor Last Name: Steinle

Requestor Address: Parade Coordinator 15700 S. Delavan Cv., Austin, TX 78717

Requestor Email: ninasteinle02@austin.rr.com Requestor Primary Telephone: 512-619-4176

Requestor Mobile Phone: SAME

Event Review Due Date 6/16/2011 10:00 A

Event Start Time: 7/4/2011 8:00 AM Event End Time: 7/4/2011 10:00 AM

Alternate Dates: none

HeadCount: 750

THIS EVENT HAS BEEN SUBMITTED THROUGH THE COUNTY ROAD CLOSURE PROCESS ONLINE.

The details of the event have also been sent to EMS, Sheriff's Department and Sam Bass Fire Department.

Fiscal Impact

From/To Acct No. Description Amount Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark

Started On: 06/16/2011 09:29

ΑM

Final Approval Date: 06/16/2011

New deputy hire approvals Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Gary Boyd, Parks

Submitted For: Rick Coffman

Department: Parks
Agenda Category: Consent

Information

Agenda Item

Take appropriate action on approving two full time deputies and one reserve deputy for Precinct 2 to fill open positions.

Background

This request is to fill one open position due to retirement and a second open position due to resignation. Applicant Sam Holt and Wade Fowler would fill these two positions. This action would also install Randy Hinson as an unpaid reserve deputy. Attached are resumes of all three individuals.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: <u>Holt Resume</u>
Link: <u>Fowler resume</u>
Link: Hinson resume

Form Routing/Status

Form Started By: Gary Started On: 06/16/2011 10:14

Boyd AM Final Approval Date: 06/16/2011

SAM HOLT

11102 Wandering Way, Austin, Texas, 78754 512-762-2937 • holtsam.ac398@yahoo.com

DEPUTY CONSTABLE PRECINCT 2

Professional Summary

Professional leadership • Community Builder • Team Player • Media Relations

PROFESSIONAL EXPERIENCE

City of Austin Public Safety Commission • Austin, Texas 78768 • 2010 to Present

The Public Safety Commission is a volunteer board that review citizen's concerns and make recommendations to the City Manager. The board meets once a month with the executives of Fire, Police, Emergency Medical Services (EMS) and community members. The meetings address city policy changes, new ordinances and, other public safety concerns.

Position Held - Public Safety Commissioner

The Public Safety Commissioner votes on whether to recommend a proposed city policy or ordinance change to the City Manager. We approve the minutes of the meeting in compliance with Roberts Rule of Order that governs meeting. The Commission prepares a report for the City Manager detailing concerns raised in the meetings brought by community groups or other stakeholders.

Accomplishments

- We have been successful in raising the awareness of the drug cartels to City and it's leaders.
- We discussed the Down Town Camera Project in detail with the community thereby making it more palatable to the community.
- The Commission reduced the fear of the Austin Regional Intelligence Center to opposition groups by allowing them to voice their concerns and had those concerns answered,
- We questioned the feasibility of multiple fire apparatus responding to a minor incident scene worked to better utilize fire, and EMS apparatus responding to emergency calls.

Austin Police Department (APD) • Austin, Texas 78768 • 1979 to 2009

The Austin Police Department (APD) has over 1500 sworn police officers and over 200 none-sworn personnel. APD consisted of three patrols Bureau and one Administrative Bureau. The city was divided into nine area commands consisting of Patrol Operations, Traffic Enforcement, Administrative Services, Field Support Services, Narcotic Enforcement and other police operations. Patrol operations consisting of District Representatives who enforced code violations, and sponsored neighborhood cleanups thereby bringing about code compliance. The District Representatives helped to create the Code Compliance Unit in the City of Austin Texas.

Position Held- Assistant Chief of the Central Patrol Bureau

As the Assistant Chief of the Central Bureau I was in charge of the following; the Northeast Area Command, Central East Area Command, North Central Area Command, Organize Crime, and Field Support Services. I provided leadership and mentoring for the bureau and always leading by example for others to follow. The three patrol Commanders, the Organize Crime Commander, and the Chief of Field Support Services reported to me. Being third in command I provided leadership for the police department in the absence of the Chief and the Chief of Staff. My duties also included maintaining a positive working relationship with the new media and community leaders. I kept the Chief informed of all issues that came across my desk that impacted the agency and or the community. I was the spokesperson for the Central Bureau on major news related items and on minor items the media office would handle them.

Sam Holt 2

Accomplishments

I was instrumental in changing the mindset of my staff by promoting education. As the officers and supervisors observed my commitment to educational growth a great majority of them went back to school obtaining various degrees. I created a desire in the minds of the officers and civilians to further their education. I led by example by going to school at night and completing my Master Degree. Several commanders and lieutenants have followed my example by enrolling in college and obtaining their degrees. The Chief is now advocating a Master's Degree is preferred in obtaining the rank of Assistant Police Chief. During times of non-crisis I reached out to the community, building relationships with community activists and neighborhood groups. I met with the leaders of the Asian, Arabic, Hispanic, and African American Communities. I built relations with the NAACP prevented several riots and picketing of the police department during several controversies such As Midtown Fire, Calvin Brown Shooting and other explosive police involvements. My leadership in these situations prevented several clashes between the police and the community saving several man-hours in overtime expenses.

• During the time when I was the Northeast Area Commander my team worked on several cleanup projects thereby binging several apartment complexes and hotels into Code Compliance. We cleaned up several illegal dump sites, ticketed people for illegal dumping, and coordinated site cleanup between community groups and Solid Waste Services. The District Representatives under command coordinated their efforts with other District Representatives cleaning up Brownie Drive and the Sam Rayburn locations.

During my time as Northeast Area Commander, I had the best Street Response Unit in the entire city. The Street Response team was second to none cleaning up several drug infested areas in the central and north part of the city. We fostered team work and accomplished several neighborhood projects that gave city wide recognition.

- Prior to promoting to Commander I was the Relief Lieutenant for the north area of the City of Austin. I held officers accountable for policy violations, knowing their jobs, and displaying integrity and respect to the community they served. I was later assigned to Recruiting as the Lieutenant over recruiting. I was first tasked with downsizing the unit to about half its size. I was able to downsize the unit, stay within budget, and meet the recruitment goals of diversity and minority applicants.
- I was the first African American Sergeant assigned to the Automobile Theft Division in Austin Police Department. There I introduced diversity into the auto theft division bringing African Americans and some females into the unit as detectives. I worked with insurance companies though grants to increase the effectiveness of the Commercial Auto Theft Unit. We drafted handouts, slogans, and signs to increase the awareness of the vehicle theft problem in the central Texas Area.
- I worked the Internal Affairs Division and as a sergeant there I helped to restore integrity to the unit where people felt comfortable in reporting violation of Civil Rights and Departmental Policies.

EDUCATION

Present, Alternative Teachers Certification Program, Houston Tillotson University, Austin Texas

Master's Degree, in the Science of Organizational Leadership and Ethics, St. Edwards University, Austin, Texas

Bachelor Degree, Criminal Justice, St. Edwards University, Austin Texas

Associate Degree, Austin Community College, Austin Texas

Sam Holt 3

PROFESSIONAL DEVELOPMENT

Southwest Texas University Certified Public Manager Course

- Public Personnel Administration
- Managing for Quality
- Organizational Communication Public Finance and Budget
- Productivity and Program Evaluation
- Information System Management

Bill Blackwood Law Enforcement Management Institute of Texas

Command Staff Leadership

Police Executive Research Forum, For Senior Management, Boston Mass.

Southern Police Institute Chester Springs PA.

References available upon request

Wade Fowler 1125 Rawhide Trail Cedar Park, TX. 78613 (224) 456-2357

Email:

Fowlerwade@hotmail.com

Summary of Qualifications

Experienced law enforcement officer with extensive military training and experience

Technical Skills

- Specialized instructor in firearms, defensive tactics, OC spray and PPCT.
- Completed infantry training school, machine gun school, Close Quarters Battle training (CQB), Military Operations in Urban Terrain training (MOUT), small unit tactics training, long range shooting, anti terrorism training, hostage rescue training, multiple weapons systems and security measures.
- Missouri National Guard Armorer
- PPCT Defensive Tactics System Instructor
- Field Tactical Police Operations Course
- Aerosol Projector Instructor
- Firearms Instructor

National, State and Local Awards and Recognition

Army Commendation Medals
Winston P. Wilson Pistol Tear

Winston P. Wilson Pistol Team Champions

Winston P. Wilson Individual Pistol Champion

Missouri National Guard Pistol Champion

Missouri State Police Practical Shooting Champion

Missouri State Police Practical Shooting Champion Team

Numerous other national, state and local awards and recognition

Professional Experience

Callaway County Sheriff's Department

Position: Deputy Sheriff January 1990- July 1993

40 hours per week

General responsibilities included responding to calls for service, enforcing laws, protecting life and property, investigating crimes, writing reports, making arrests, testifying in court, attending training and providing ongoing training for self.

 Completed Basic Law Enforcement Academy, Certified Firearms Instructor Course, PPCT Defensive Tactics System Instructor, Field Tactical Police Operations Course and Aerosol Projector Instructor.

Missouri National Guard Ike Skelton Training Site Position:

Director of Security

July 1993- July 1997

40 hours per week

• The Ike Skelton Training Site/Center/Area/Facility is the Missouri National Guard Headquarters, located in Jefferson City, Missouri.

- Civilian position with overall responsibility of maintaining security for base and
 personnel, supervising staff and personnel, training staff, investigating
 abnormalities, supervising work release personnel assigned to base, testing base
 security and responses and maintaining liaison with Department of Corrections
 and local law enforcement.
- Member of the Missouri National Guard, Armorer.

Stafford Trading

Chicago Board of Options Exchange

Position:

Arbitrage Clerk

Aug. 1997- Dec 1999

40 hours per week

 Experience in soybean markets, filling and entering orders and calculating positions.

Equitec Structured Products

Chicago Board of Options Exchange

Position:

Options Trader

Dec 1999- Nov 2010

40 hours week

Experience in market making, trading options, futures and index spreads.
 Calculate and execute hedge trades to reduce risk. Utilize electronic order entry and pit brokers. Maintain contact with pit brokers, phone clerks and exchange personnel. Balance previous days' trades.

Education and Training

Linn High School Graduated

United States Marine Corps September, 1985- September, 1989

Randy L. Hinson 2000 S. Lakeline Blvd. #1410 Cedar Park, Texas 78613

Objective

To obtain position with Williamson County Constable Pct. 2

<u>Personal</u>: DOB 05/21/52, Born in Houston, Texas, Married, wife Terry Hinson, Thirty Three years, seven children, 17 grandchildren

Education: Ricks College - Rexburg, Idaho Idaho State University- Pocatello, Idaho San Jacinto College- Pasadena, Texas

Experience: University of Houston Department of Public Safety, Patrol Division- 07/28/03 - 11-01-05

Harris County Constable Pct. 3, Warrant Division / Civil Process- 09/17/92 - 06/26-02

Chambers County Sheriff Department, Criminal Investigations- 06/14/90 - 08/11/92

McKinney Police Dept, Patrol Division / Hostage Negotiations- 02/15/86 - 02/01/89

Port Neches Police Department, Patrol Division 10/19/79 - 01/26/86

Various Law Enforcement Agencies, equal to 26 years of service

<u>Training</u>: TECLEOSE training hours - 2748
Skilled in Public Relations

<u>Licenses held</u>: Permanent Peace Officer - State of Texas Master Peace Officer - State of Texas

Recognition of Sam Ferrero for work on his Eagle Project benefitting Parks Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Gary Boyd, Parks

Submitted For: Gary Boyd

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from and recognize Eagle Scout candidate Sam Ferrero for his Eagle Scout project work on informational kiosks for the Williamson County Southwest Regional Park.

Background

Life Scout Sam Ferrero approached the Parks and Recreation Department about an appropriate service project to meet the requirement for his Eagle Scout rank project. This agenda item provides an opportunity for Sam to relate his experience in working with Williamson County.

Eagle Scout is the highest rank attainable in the Boy Scouting program of the Boy Scouts of America (BSA). A Scout who attains this rank is called an Eagle Scout or Eagle. Since its introduction in 1911, the Eagle Scout rank has been earned by more than 2 million young men. The title of Eagle Scout is held for life, thus giving rise to the phrase "Once an Eagle, always an Eagle".

Eagle Scout requirements include an extensive service project that the Scout plans, organizes, leads, and manages. For his project Sam designed and installed informational kiosks at the Southwest Regional Park. These kiosks provide places for Parks staff to post information on events, activities, sports, trails, reservation as well as endangered species information for the preserve areas.

Fiscal Impact					
From/To	Acct No.	Description	Amount	Sort Seq	
		Attachments			
No file(s) attached.					
		Form Routing/Status			
Form Started By: Gary Boyd	Started On: 05 PM	5/27/2011 03:33			
Final Approval Date: 05/31	1/2011				

2006 Road Bond Budget Transfer Request Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Pam Navarrette, County Auditor

Submitted For: Pam Navarrette

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing 2006 Road Bond Budget transfer request per recommendation of Mike Weaver, Road Bond Manager to transfer \$8,750,000.00 from Non Departmental (P156) distributed to the following projects: \$2,000,000.00 SH 29 Left Turn Lane @ Liberty Hill (P246), \$5,000,000.00 SH 29 ROW Acquisition (P217), and \$1,750,000.00 San Gabriel Parkway Phase II (P168).

Background

Fiscal Impact				
From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Started On: 06/16/2011 10:16

Navarrette AM

Final Approval Date: 06/16/2011

09WC706 Williams Drive Change Order No 21 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Tiffany Mcconnell, Road Bond

Submitted For: Tiffany Mcconnell

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 21 in the amount of \$77,292.75 for Williams Drive, a Road Bond Project in Precinct Three.

Background

This change order documents overruns to the metal beam guard fence and concrete rip rap pay items.

It was necessary to add metal beam guard fence and concrete rip rap to locations where the front slopes of the ditch lines that were located alongside the roadway were steeper than 3:1. The metal beam guard fence was added to protect these ditch lines and the concrete rip rap was added to stabilize the slopes from erosion. There would be issues in the future in establishing and maintaining grass on steep slopes. Guard fence and rip rap was added near Sta. 626+50 right west of the driveway to Bank of America and west of Old Oak Drive from Sta. 582+00 to 585+00 right.

		Fiscal Impact		
From/To	Acct No.	Description	Amount	Sort Seq
		Attachments		

Link: <u>09WC706 CO 21</u>

Form Routing/Status

Form Started By: Tiffany

Started On: 06/16/2011 10:33

Mcconnell

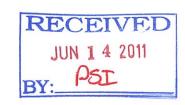
ΑM

Final Approval Date: 06/16/2011

Received

JUN 1 3 2011

Round Rock CHANGE ORDER NUMBER: 21



1. CONTRACTOR: J.C. Evans Construction Co., LP		Project: 09WC706
2. Change Order Work Limits: Sta. 457+78 to	Sta. <u>637+00</u>	Roadway: Williams Drive
3. Type of Change(on federal-aid non-exempt projects):	_minor_(Major/Minor)	CSJ: 0211-01-016
4. Reasons:(3 Max In order of	f importance - Primary first)	
Describe the work being revised: 3L: County Convenience. Revising safety work / measures dequantities for the metal beam guard fence and concrete rip rap paslopes of the ditch were steeper than 3:1.		
	e Attached	
7. New or revised plan sheet(s) are attached and numbered8. New Special Provisions to the contract are attached:	d: <u>N/A</u> ☐ Yes ☑	No
9. New Special Provisions to Item N/A No. N/A , Sp	ecial Specification Item N/	A are attached.
Each signatory hereby warrants that each has the authority	to execute this Change Order	(CO).
The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other	The following information	tion must be provided
expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	Time Ext. #: N/A	Days added on this CO:0
THE CONTRACTOR Date 6/13/2011	Amount added by this chang	ge order: \$77,292.75
By Fro Ceran		
Typed/Printed Name Strue Oww		
Typed/Printed Title PROJ MANAGER		
RECOMMENDED FOR EXECUTION:		
1 2 · · ·	County Commission	ner Precinct 1 Date
Project Manager Date Construction Observer	☐ APPROVED	REQUEST APPROVAL
N/A	County Commission	ner Precinct 2 Date REQUEST APPROVAL
Design Engineer Date		
6-14-201) Program Manager Date	County Commissio	ner Precinct 3 Date REQUEST APPROVAL
Design Engineer's Seal:	County Commission	ner Precinct 4 Date
,	☐ APPROVED	oner Precinct 4 Date REQUEST APPROVAL
N/A		
	County J APPROVED	udge Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 21

Project #

TABLE A: Force Account Work and Materials Placed into Stock

HOURLY RATE					
LABOR					

BLE B: Contract Item

				ORIGINAL	ORIGINAL + PREVIOUSLY REVISED	ADD or (DEDUCT)	Z	NEW	
ITEM	DESCRIPTION	TINO	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
432-2001	RIPRAP(CONC)(4 IN)	CΥ	\$325.00	371.40	\$120,705.00	147.77	519.17	\$168,730.25	\$48,025.25
432-2040	RIPRAP (MOW STRIP) (5")	ζ	\$375.00		\$25,125.00	23.58	90.58	\$33,967.50	\$8,842.50
540-2001	MTL W-BEAM GD FEN (TIM POST)	4	\$20.00	1,212.50	\$24,250.00	536.25	1,748.75	\$34,975.00	\$10,725.00
540-2003	MTL THRIE-BEAM GD FEN (TIM POST)	4	\$50.00	102.00	\$5,100.00	28.00	160.00	\$8,000.00	\$2,900.00
540-2005	TERMINAL ANCHOR SECTION	EA	\$450.00	2.00	\$2,250.00	4.00	00.6	\$4,050.00	\$1,800.00
544-2001	GUARDRAIL END TREATMENT (INSTALL)	EA	\$2,500.00	1.00	\$2,500.00	2.00	3.00	\$7,500.00	\$5,000.00
	SIVIOI				\$179 930 DD			\$257 222 75	\$77 292 77\$
	IOIALS				00.000,0114	The state of the s		01.777,1076	411,202.10

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
n Design Errer er ennesien	1B. Other
	is. one
Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
	2C. New development (conditions changing after PS&E completed)
	2D. Environmental remediation
	2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)
=	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	2I. Additional safety needs (unforeseeable)
	2J. Other
County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	3I. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other
Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
o. Sontiactor Sonvenience	5B. Contractor requested change in the sequence and/or method of work
	Department De
	8 99 9
	5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
Similary (1.5 Thounds)	6B. Right-of-Way not clear (County responsibility for ROW)
	6C. Utilities not clear
	Section 1 Annual Contract Cont
	6D. Other

Williamson County Road Bond Program

Williams Drive Williamson County Project No. 09WC706

Change Order No. 21

Reason for Change

This change order increases the contract quantities for the metal beam guard fence and concrete rip rap pay items. These increases were discussed and approved by the Williamson County and City of Georgetown Project Change Order Review Team.

Metal beam guard fence was added to improve safety at two locations where the final front slopes of the ditch were steeper than 3:1. Concrete rip rap was added behind the metal beam guard fence to stabilize the slopes from erosion, due to the challenges of establishing and maintaining grass on steeper slopes. Guard fence and rip rap were added near Sta. 626+50 right (west of the Bank of America driveway) and from Sta. 582+00 to 585+00 right (west of Old Oak Drive).

This change is minor with reason, 3L, Revising safety work/measures desired by the County. No time will be added as a result of this change. There are no new items required for this change order.

CAMPO will reimburse 80% of the cost of this change order, with the remaining 20% divided between the City (65%) and the County (35%).

Total Cost	CAMPO (80%)	City	County
\$77,292.75	\$61,834.20	\$10,048.06	\$5,410.49

This change results in a net increase of \$77,292.75 to the contract amount, for an adjusted contract total of \$13,197,258.67. The original contract amount was \$11,464,068.41. As a result of all change orders to date, including this change order, \$1,733,190.26 has been added to the Contract, resulting in a 15.1% net increase in the contract cost. To date 133 days have been added to the contract, for a total of 703 working days.

HNTB Corporation

James Klotz, P.E.

09WC706 Williams Drive Change Order No 22 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Tiffany Mcconnell, Road Bond

Submitted For: Tiffany Mcconnell

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 22 in the amount of \$168,550.30 for Williams Drive, a Road Bond Project in Precinct Three.

Background

This change order documents overruns and under runs to driveway, storm sewer pipe, safety end treatment (SET) and area inlet pay items as a result of field conditions. This change order documents the final pay quantities for the following items:

A. Driveway items: Previous change orders added 680.75 SY of Concrete Driveway (6in) to the contract. The final actual quantity of Concrete Driveway (6in) placed was 506.76SY, an under run of 173.99 SY.

B. Drainage items: There were numerous field conditions requiring an additional quantity of storm sewer pipe. These quantities are in addition to the quantities added by Change Order No. 6.

From/To Acct No. Description Amount Sort Seq			Fiscal Impact		
	From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: 09WC706 Williams Drive CO 22

Form Routing/Status

Form Started By: Tiffany Started On: 06/16/2011 10:40

Mcconnell AM

Final Approval Date: 06/16/2011



WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 22

1. CONTRACTOR: J.C. Evans Construction		Project: 09WC706
2. Change Order Work Limits: Sta. 457+78 to	Sta637+00	Roadway: Williams Drive
3. Type of Change(on federal-aid non-exempt projects):	minor (Major/Minor)	CSJ: 0211-01-016
4. Reasons: 3F, 3L (3 Max In order o	f importance - Primary first)	
5. Describe the work being revised:		
3F: Additional work desired by the County, 3L: Revising safet documents overruns and underruns to items related to drive items as a result of field conditions.		
	e Attached	
 New or revised plan sheet(s) are attached and numbered New Special Provisions to the contract are attached: 	: <u>N/A</u> ☐ Yes ☑] No
9. New Special Provisions to Item N/A No. N/A , Sp	ecial Specification Item <u>N/</u>	A are attached.
Each signatory hereby warrants that each has the authority	to execute this Change Order	r (CO).
The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other	The following informa	tion must be provided
expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	Time Ext. #: N/A	Days added on this CO:0
THE CONTRACTOR Date 6/15/20/(Amount added by this chan	ge order: \$168,550.30
Strage Out		
Su Succession		
Typed/Printed Name		
Typed/Printed Title Poj MANAGER		
RECOMMENDED FOR EXECUTION:		
Ames DX CE Work	County Commissio	oner Precinct 1 Date
Project Manager Date Construction Observer		
N/A	County Commissio	oner Precinct 2 Date
Design Engineer Date		
MIN. duly	County Commission	
Program Manager Date	☐ APPROVED	☐ REQUEST APPROVAL
Design Engineer's Seal:		
	County Commission	oner Precinct 4 Date REQUEST APPROVAL
N/A		5
	County C	Judge Date

WILLIAMSON COUNTY, TEXAS

09WC706

Project #

CHANGE ORDER NUMBER: 22

TABLE A: Force Account Work and Materials Placed into Stock

	IABLE B. Collidat Relias				7.01.00				
				OKIGINAL	ORIGINAL + PREVIOUSLY REVISED	ADD or (DEDUCT)	Z	NEW	
ITEM	DESCRIPTION	TINO	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
460-2003	CMP(GAL STL 18 IN)	5	\$52,00	173.00	\$8,996.00	74.00	247.00	\$12,844.00	\$3,848.00
460-2004	CMP(GAL STI 24 IN)	5	\$57.00	96.00	\$5,472.00	83.00	179.00	\$10,203.00	\$4,731.00
460-2005	CMP(GAL STL 30 IN)	5	\$78.00	50.00	\$3,900.00	4.00	54.00	\$4,212.00	\$312,00
464-2003	RC PIPE (CL III) (18 IN)	5	\$58.00	1,491.00	\$86,478.00	1,248.00	2,739.00	\$158,862.00	\$72,384.00
464-2005	RC PIPE (CL III) (24 IN)	5	\$62.00	1,527.00	\$94,674.00	423.00	1,950.00	\$120,900.00	\$26,226.00
464-2021	RC PIPE (CL IV) (18 IN)	4	\$60.00	810.00	\$48,600.00	24.00	864.00	\$51,840.00	\$3,240.00
465-2003	INLET (COMPL)(TY I)	3	\$3,800.00	4.00	\$15,200.00	00.9	10.00	\$38,000.00	\$22,800.00
467-2209	SET (TY II) (18 IN) (RCP) (3:1) (C)	Ę	\$1,200.00	16.00	\$19,200.00	(3.00)	13.00	\$15,600.00	(\$3,600.00)
467-2211	SET (TY II) (24 IN) (RCP) (3:1) (C)	ā	\$1,400.00	4.00	\$5,600.00	1.00	5.00	\$7,000.00	\$1,400.00
467.222	SET (TY II) (18 IN) (RCP) (4:1) (C)	Ä	\$1,325.00	2.00	\$2,650.00	(2:00)	00.0	\$0.00	(\$2,650.00)
467-2224	SET (TY II) (24 IN) (RCP) (4:1) (C)	ă	\$1,550.00	1.00	\$1,550.00	(1.00)	00.0	\$0.00	(\$1,550.00)
467-2236	SET (TY II) (24 IN) (RCP) (6:1) (C)	ā	\$1,700.00	11.00	\$18,700.00	15.00	26.00	\$44,200.00	\$25,500.00
467-2247	SET (TY II) (18 IN) (CMP) (3:1) (C)	4	\$1,200.00	1.00	\$1,200.00	(1.00)	00.00	\$0.00	(\$1,200.00)
467-2249	SET (TY II) (24 IN) (CMP) (3:1) (C)	4	\$1,400.00	4.00	\$5,600.00	1.00	2.00	\$7,000.00	\$1,400.00
467-2260	SET (TY II) (18 IN) (CMP) (4:1) (C)	Æ	\$1,325.00	2.00	\$2,650.00	(2.00)	0.00	\$0.00	(\$2,650.00)
496-2004	REMOV STR(SET)	Æ	\$100.00	110.00	\$11,000.00	(2.00)	105.00	\$10,500.00	(\$500.00)
496-2016	REMOV STR/PIPE)	EA	\$185.00	57.00	\$10,545.00	(8.00)	49.00	\$9,065.00	(\$1,480.00)
467-2286	SET(Tv II)(18in)(RCP)(6:1)(P)	Ę	\$1,450.00	78.00	\$113,100.00	20.00	98.00	\$142,100.00	\$29,000.00
530-2020	DRIVEWAY (CONCRETE) (6IN)	λS	\$53.00	680.75	\$36,079.75	(173.99)	506.76	\$26,858.28	(\$9,221.47)
9004-000	RECESS FENCE AND GATE FOR NEW DRIVEWAY (FA#4)	DOL	\$1.00	3,500.00	\$3,500.00	22.095	4,060.77	\$4,060.77	\$560.77
	TOTALS				\$494,694.75			\$663,245.05	\$168,550.30

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
T. Design Enter of Chilission	1B. Other
	ib. Other
Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
	2C. New development (conditions changing after PS&E completed)
	2D. Environmental remediation
	2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)
	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	21. Additional safety needs (unforeseeable)
	2J. Other
County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	3I. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other

Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
	5B. Contractor requested change in the sequence and/or method of work
	5C. Payment for Partnering workshop
	5D. Additional safety work/measures desired by the contractor
	5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
o, onumery novvountes	
	6C. Utilities not clear
	6D. Other

Williamson County Road Bond Program

Williams Drive Williamson County Project No. 09WC706

Change Order No. 22

Reason for Change

This change order documents overruns and under runs to driveway, storm sewer pipe, safety end treatment (SET) and area inlet pay items as a result of field conditions.

This change order documents the final pay quantities for the following items:

- A. Driveway items: Previous change orders added 680.75 SY of Concrete Driveway (6in) to the contract. The final actual quantity of Concrete Driveway (6in) placed was 506,76SY, an under run of 173.99 SY.
- B. Drainage items: There were numerous field conditions requiring an additional quantity of storm sewer pipe. These quantities are in addition to the quantities added by Change Order No. 6.
 - The plans did not show driveway locations that matched existing driveway locations on the project. The Williamson County and City of Georgetown Project Change Order Review Team agreed to match the existing driveway locations, and quantities for driveways were added in a previous change order. The added driveways required additional pipe and SET's to be installed.
 - Ditch lines were added in front of some properties to allow drainage along the right of way and into a drainage easement. The ditch required pipe and SET's to be added at the driveways.
 - Culvert pipe bypass locations were added at the base of poles located in drainage ditch lines to provide stability to the poles. The added bypasses required additional pipe and SET's to be installed.
 - 4. Storm sewer pipe was added to improve safety at locations with ditches over 3 feet deep where the final front slopes of the ditch were steeper than 4:1. Pipe and area inlets were added so that ditches could be filled in, eliminating the slopes while maintaining drainage from Sta. 497+00 to 504+00 left near N. Lakewood Drive, Sta. 543+70 to 548+30 left near Del Webb, from 575+00 left to 580+70 left near Penny Lane, and from Sta. 611+80 to 613+80 left west of Wildwood.

This change is minor with reason, 3F, Additional work desired by the County, and 3L, Revising safety work/measures desired by the County. No time will be added as a result of this change. CAMPO will reimburse 80% of the cost of this change order, with the remaining 20% divided between the City (65%) and the County (35%).

Total Cost	CAMPO (80%)	City	County
\$168,550.30	\$134,840.24	\$21,911.54	\$11,798.52

There are no new items required for this change order.

This change results in a net increase of \$168,550.30 to the contract amount, for an adjusted contract total of \$13,365,808.97. The original contract amount was \$11,464,068.41. As a result of all change orders to date, including this change order, \$1,901,740.56 has been added to the Contract, resulting in a 16.6% net increase in the contract cost. To date 133 days have been added to the contract, for a total of 703 working days.

HNTB Corporation

James Klotz, P.E.

09WC706 Williams Drive Change Order No 23 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Tiffany Mcconnell, Road Bond

Submitted For: Tiffany Mcconnell

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 23 in the amount of \$40,694.60 for Williams Drive, a Road Bond Project in Precinct Three.

Background

This change order documents overruns and under runs to pay items for the Chisholm Trail Special Utility District (CTSUD) and City of Georgetown waterlines as a result of field conditions.

		Fiscal Impact		
From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: 09WC706 Williams Drive CO 23

Form Routing/Status

Form Started By: Tiffany Started On: 06/16/2011 10:49

Mcconnell AM

Final Approval Date: 06/16/2011



CHANGE ORDER NUMBER: 23

1. CONTRACTOR: J.C. Evans Construction Co., LP		Project:	09WC706
2. Change Order Work Limits: Sta. 457+78 to	Sta637+00	Roadway:	Williams Drive
3. Type of Change(on federal-aid non-exempt projects):	minor (Major/Minor)	CSJ:	0211-01-016
4. Reasons:(3 Max In order o	f importance - Primary first)		
Describe the work being revised: Hearty Accomodation. Third Party requested work. pay items for the Chisholm Trail Special Utility District and City of the Chisholm Trail Special Utility District Account Chief Trail Chief Tr	Georgetown waterlines.		
6. Work to be performed in accordance with Items: CT:7. New or revised plan sheet(s) are attached and numbered	SUD, City of Georgetown W : N/A	aterline Specs	3
New Special Provisions to the contract are attached:	☐ Yes ☑	No	
9. New Special Provisions to Item N/A No. N/A , Sp	ecial Specification Item <u>N/</u>	A are attach	ned.
Each signatory hereby warrants that each has the authority	o execute this Change Order	(CO).	
The contractor must sign the Change Order and, by doing so, agrees to waive	The following informa	tion must be p	rovided
any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	Time Ext. #: N/A	Days added on	this CO:0
THE CONTRACTOR Date 6/15/2011	Amount added by this chan	ge order:	\$40,694.60
By State Ceden Typed/Printed Name Stary Owen			
Typed/Printed Title PRO Manague			
RECOMMENDED FOR EXECUTION:			
Project Manager Date Construction Observer	County Commissio		Date T APPROVAL
N/A Design Engineer Date	County Commissio		Date T APPROVAL
Program Manager Date	County Commissio		Date T APPROVAL
Design Engineer's Seal: N/A	County Commissio		Date T APPROVAL
			Albania .
	County J	ludge	Date

CHANGE ORDER NUMBER: 23

09WC70	
##	
Projec	

TABLE A: Force Account Work and Materials Placed into Stock

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TABLE B: Contract Items

ADLE D. COLLIACI HELIS	וומכר וופוווז								
		į		ORIGINAL ·	ORIGINAL + PREVIOUSLY REVISED	ADD or (DEDUCT)	Ë	NEW	
ITEM	DESCRIPTION	TINO	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	PIPE 6 INCH DUCTILE IRON PIPE (ALL DEPTHS), INCLUDING								
W1-P-1	EXCAVATION AND BACKFILL	<u>"</u>	\$42.00	518.00	\$21,756.00	(96.00)	422.00	\$17,724.00	(\$4,032.00)
W3.FH-1	FIRE HYDRANT RELOCATION	A	\$1,800.00	20.00	\$36,000.00	(4.00)	16.00	\$28,800.00	(\$7,200.00)
W3.WV.1	ADJUST WATER VALVE TO GRADE	EA	\$285.00	26.00	\$7,410.00	(1.00)	25.00	\$7,125.00	(\$285.00)
W1-PIE-1	COMPACT DISCTILE IRON FITTINGS AWWA C-153	Š	\$3,800.00	0.16	\$608.00	(80.08)	0.08	\$304.00	(\$304.00)
W3-BO-1	RELOCATE BLOW OFF ASSEMBLY	ā	\$375.00	2.00	\$750.00	(2:00)	00.0	\$0.00	(\$750,00)
W1-P2.2	2 IN SCHEDILLE 80 DVC PIPE	5	\$30.00	280.00	\$8,400.00	(280.00)	00.0	\$0.00	(\$8,400.00)
SSP.WM.1	WATER METER RELOCATION	Ā	\$375.00	14.00	\$5,250.00	(11.00)	3.00	\$1,125.00	(\$4,125.00)
MANA/1-MAH-1	AD HIST WASTEWATER MANHOLE TO GRADE	EA	\$485.00	2.00	\$970.00	(2.00)	00.0	\$0.00	(\$970.00)
CIP-11	TRENCH SAFETY PROTECTION	5	\$1.00	518.00	\$518.00	(166.00)	352.00	\$352.00	(\$166.00)
5005.4	TRENCH SAFETY SYSTEMS	4	\$1.00	20782.00	\$20,782.00	945.00	21,727.00	\$21,727.00	\$945.00
510-AW-40C	4" PVC WATER PIPE C900 DR14 (OPEN CUT)	5	\$38.00	40.00	\$1,520.00	(33.00)	7.00	\$266.00	(\$1,254.00)
510-AW-60C	6" PVC WATER PIPE C900 DR14 (OPEN CUT)	5	\$40.00	136.50	\$5,460.00	(86.50)	20.00	\$2,000.00	(\$3,460.00)
510-AW-80C	8" PVC WATER PIPE C900 DR14 (OPEN CUT)	5	\$28.00	9011.00	\$252,308.00	223.00	9,234.00	\$258,552.00	\$6,244.00
510-AW-120C	12" PVC WATER PIPE C900 DR14 (OPEN CUT)	5	\$37.00	3055.00	\$113,035.00	54.00	3,109.00	\$115,033.00	\$1,998.00
	AND AND AND THE THE THE PERCHENT	u	00 263	1415.00	\$32 545 00	(70.00)	1.345.00	\$30.935.00	(\$1,610,00)
310-MA-01C	Aon STEEL TAY AS MAILEN THE CASSING CASSING THE TAY OF THE THE TAY O	1 4	00 083	1346 00	\$107,680,00	(40.00)	1,306,00	\$104,480.00	(\$3,200.00)
01-g-ccoc	10. STEEL ENCLOREMENT THE (OF ENCLOSIS)	<u>"</u>	\$100.00	810.00	\$81,000.00	60.00	870.00	\$87,000.00	\$6,000.00
5050-0-4	CONTORTE ENDANGERS	4	\$25.00	40.00	\$1,000.00	(20.00)	20.00	\$500.00	(\$500.00)
540.KW.4	A"D LEITINGS	Ā	\$145.00	4.00	\$580.00	1.00	2.00	\$725.00	\$145.00
510 KW-6	6" D.I. FITTINGS	ā	\$185.00	7.00	\$1,295.00	3.00	10.00	\$1,850.00	\$555.00
	TOTALS				\$698,867.00			\$678,498.00	(\$20,369.00)

23 CHANGE ORDER NUMBER:

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4,725.00 \$4,725.00 \$2,600.00 \$1,680.00 \$6,753.00 \$36,751.00 \$1,100.00 \$5,100.00 \$2,450.00 (\$7,866.00) (\$20,369.00) \$40,694.60 \$3,820.00 \$10,023.00 \$352.00 (\$15,356.40) (\$184.00) (\$750.00\$8,000.00 \$850.00 (\$5,192.00 \$6,844.00 (\$840.00 OVERRUN/ (\$840.00) \$15,525.00 \$13,325.00 \$3,360.00 \$9,004.00 \$90,207.00 \$80,000.00 \$2,550.00 \$22,000.00 \$24,225.00 \$44,270.00 \$9,122.00 \$97,792.00 \$33,410.00 \$10,692.00 \$678,498.00 \$2,087,209.40 \$18,000.00 \$103,840.00 \$4,071.00 \$90,388.00 ITEM COST NEW 20.00 3.00 20.00 19.00 1,165.00 243.00 69.00 41.00 4.00 4.00 24.00 512.00 177.00 766.00 \$19,340.00 880.00 9,122.00 QUANTITY 8.00 2.00 3.00 11.00 (1.00) 2.00 1.00 1.00 4.00 1.00 (207.00) (44.00)3.00 8.00 (8.00)58.00 (1.00) 204.00 ADD or (DEDUCT) QUANTITY \$698,867.00 \$2,047,354.80 \$72,000.00 \$1,700.00 \$20,900.00 \$19,125.00 \$22,050.00 \$52,136.00 \$83,544.00 \$10,800.00 \$10,725.00 \$1,680.00 \$2,251.00 \$53,456.00 \$93,972.00 \$23,387.00 \$10,340.00 \$728,626.80 \$18,750.00 \$8,918.00 \$109,032.00 \$4,255.00 ORIGINAL + PREVIOUSLY ITEM COST REVISED 48.00 33.00 2.00 1.00 16.00 18.00 2.00 19.00 15.00 9.00 1372.00 1.00 25.00 924.00 492.00 7.00 235.00 6358.00 185.00 QUANTITY \$225.00 \$325.00 \$840.00 \$2,251.00 \$3,341.00 \$4,000.00 \$850.00 \$1,100.00 \$1,275.00 \$2,450.00 \$38.00 \$3,341.00 \$44.00 \$118.00 \$1.00 \$23.00 \$118,00 \$750.00 UNIT PRICE The "Totals" from Table B of the previous work sheet:
TOTALS CNIT 448888 ᆈᄶ ន្ទន្ទន្ទន <u>"</u> 5 5 ٿا 띄점 8 24" D.I. WATER PIPE CLASS 250 C151(INSIDE ENCASEMENT) 16" DI FITTING 42" STEEL ENCASEMENT PIPE MIN. 1/2" THICK (OPEN CUT) FIRE HYDRANT ASSEMBLY

4" GATE VALVE

6" GATE VALVE

8" GATE VALVE

12" GATE VALVE

ASPHALT REPAIR

TRENCH SAFETY SYSTEMS

24" D.I. CLASS 250 WATER PIPE (INSTALL INSIDE

ENCASEMENT) 8" D.I. WATER PIPE CLASS 250 C151 (OPEN CUT)
24" D.I. WATER PIPE CLASS 250 C151 (OPEN CUT)
8" D.I. WATER PIPE CLASS 250 C151 (INSIDE ENCASEMENT) RECONNECT EXISTING WATER SERVICE DESCRIPTION TABLE B: Contract Items (Continued) 8" D.I. FITTINGS 12" D.I. FITTINGS 14" D.I. FITTINGS 18" D.I. FITTINGS 24" D.I. FITTINGS 24" D.I. FITTINGS 510-AW-240C 505S-B-420C 510-AW-24IE 510-AW-80C 510-AW-24IE E 510-KW-8 510-KW-12 510-KW-14 510-KW-18 510-AW-8IE 510-KW-24 510-KW-24 511S-A-6 511S-A-8 511S-A-12 12-kw-16 511S-A-4 511S-B 510-BW

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
_	1B. Other
Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
(unioreseeable)	2C. New development (conditions changing after PS&E completed)
	2D. Environmental remediation
	l
	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	2I. Additional safety needs (unforeseeable)
	2J. Other
2. Causty Companiones	2A Dispute resolution (not reculting from error in plans or differing site conditions)
County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	31. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
	5B. Contractor requested change in the sequence and/or method of work
	5C. Payment for Partnering workshop
	5D. Additional safety work/measures desired by the contractor
	5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
	6B. Right-of-Way not clear (County responsibility for ROW)
	6C. Utilities not clear
	6D. Other

Williamson County Road Bond Program

Williams Drive Williamson County Project No. 09WC706

Change Order No. 23

Reason for Change

This change order documents overruns and under runs to pay items for the Chisholm Trail Special Utility District (CTSUD) and City of Georgetown waterlines as a result of field conditions.

No additional pay items were added as a result of this change order. This change is minor with reason, 4B – Third Party requested work by CTSUD or the City of Georgetown. No time will be added as a result of this change order. All modifications to the waterline design and the pay quantities for the waterline items were reviewed and approved by the owner of the waterline, either CTSUD or the City of Georgetown. This change order will be paid in part by CTSUD, the City of Georgetown, and Williamson County, as shown below. This change order is not reimbursable by CAMPO.

Total Cost	CTSUD	City	County
\$40,694.60	\$6,283.00	\$22,234.29	\$12,177.31

This Change Order results in a net increase of \$40,694.60 to the Contract amount, for an adjusted Contract amount of \$13,406,503.57. The original Contract amount was \$11,464,068.41. As a result of this and all Change Orders to-date, \$1,942,435.16 has been added to the Contract, resulting in a 16.9% net increase in the Contract Cost. To date 133 days have been added to the contract, for a total of 703 working days.

HNTB Corporation

James Klotz, P.E.

09WC706 Williams Drive Change Order No 24 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Tiffany Mcconnell, Road Bond

Submitted For: Tiffany Mcconnell

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 24 in the amount of \$65,088.88 for Williams Drive, a Road Bond Project in Precinct Three.

Background

This change order documents overruns and under runs to the contract quantities as a result of addressing field conditions not accounted for in the original plans.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: 09WC706 Williams Drive CO 24

Form Routing/Status

Form Started By: Tiffany Started On: 06/16/2011 10:56

Mcconnell AM

Final Approval Date: 06/16/2011



CHANGE ORDER NUMBER: 24

1. CONTRACTOR: J.C. Evans Construction Co., LP		Project: 09WC706
2. Change Order Work Limits: Sta. 457+78 to	Sta 637+00	Roadway: Williams Drive
3. Type of Change(on federal-aid non-exempt projects):	minor (Major/Minor)	CSJ: 0211-01-016
4. Reasons:3F, 3L, 2E(3 Max In order of	importance - Primary first)	60
5. Describe the work being revised: 3F: County Convenience. Additional work desired by the County. 2E: Differing Site Conditions(unforseeable). Miscella This change order documents overruns and under runs to the conaccounted for in the original plans. 6. Work to be performed in accordance with Items:	aneous difference in site cond	litions (unforeseeable)(Item 9).
7. New or revised plan sheet(s) are attached and numbered		
8. New Special Provisions to the contract are attached:	☐ Yes ☑	No
9. New Special Provisions to Item N/A No. N/A , Sp Each signatory hereby warrants that each has the authority t		
The contractor must sign the Change Order and, by doing so, agrees to waive	The following informat	ion must be provided
any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	Time Ext. #: N/A	Days added on this CO:0
THE CONTRACTOR Date 6/15/2011	Amount added by this chang	ge order: \$65,088.88
By Struc Owen		
Typed/Printed Name Typed/Printed Title PO 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Typed/Printed Title YRO MANAGER RECOMMENDED FOR EXECUTION:		
		D 1 14 D1
Project Manager Construction Observer	County Commissio APPROVED	ner Precinct 1 Date ☐ REQUEST APPROVAL
N/A Design Engineer Date	County Commissio	ner Precinct 2 Date REQUEST APPROVAL
Design Engineer Date		
1. Wy 6/16/20/1 Program Manager Date	County Commissio	ner Precinct 3 Date REQUEST APPROVAL
Design Engineer's Seal:	County Commission	oner Precinct 4 Date
	☐ APPROVED	REQUEST APPROVAL
N/A		
	County J APPROVED	udge Date

CHANGE ORDER NUMBER: 24

09WC706 Project #__

TABLE A: Force Account Work and Materials Placed into Stock

	AND THE PARTY OF T	LABOR HOURLY RATE		3F. 3L. 2E			
, <u> </u>		LABOR					

IABLE B: Contract items	iract tiems								
	The state of the s			ORIGINAL	ORIGINAL + PREVIOUSLY REVISED	ADD or (DEDUCT)	Z	NEW	
ITEM	DESCRIPTION	LINI	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-2001	EXCAVATION (ROADWAY)	չ	\$4.25	43668	\$185,589.00	252.00	43,920.00	\$186,660.00	\$1,071.00
132-2003	EMBANKMENT (FINAL)(ORD CMP)(TY B)	ծ	\$1.75	27175	\$47,556.25	252.00	27,427.00	\$47,997.25	\$441.00
164-2041	DRILL SEEDING(TEMP)(WARM)	λS	\$0.10	21164	\$2,116.40	(21,164.00)	0.00	\$0.00	(\$2,116.40)
164-2043	DRILL SEEDING(TEMP)(COOL)	λs	\$0.10	21164	\$2,116.40	(21,164.00)	00.00	\$0.00	(\$2,116.40)
310-2005	PRIME COAT (MC 30 OR AE-P)	SAL	\$3.45	22896	\$78,991.20	5,120.74	17,775.26	\$61,324.65	\$17,666.55
316-2007	ASPH (HFRS-2)	GAL	\$3.00	18288	\$54,864.00	(7,310.00)	10,978.00	\$32,934.00	(\$21,930.00)
316-2176	AGGR (TY-B GR-5 SAC-B)	Շ	\$80.00	614	\$49,120.00	(427.00)	187.00	\$14,960.00	(\$34,160.00)
341-2011	D-GR HMA(QCQA) TY-B PG64-22	NOT	\$52.00	19435.54	\$1,010,648.08	827.00	20,262.54	\$1,053,652.08	\$43,004.00
341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	TON	\$70.00	19982	\$1,398,740.00	2,402.25	22,384,25	\$1,566,897.50	\$168,157.50
341-2050	D-GR HMA(QCQA) TY-C PG70-22	TON	\$60.00	19377	\$1,162,620.00	1,109.60	20,486.60	\$1,229,196.00	\$66,576.00
341-2253	D-GR HMA(QCQA) TY-C PG64-22(LEVEL-UP)	NOT	\$56.00	10754	\$602,224.00	(3,026.33)	7,727.67	\$432,749.52	(\$169,474,48)
351-2006	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	λS	\$42.00	500	\$21,000.00	(412.00)	88.00	\$3,696.00	(\$17,304.00)
354-2002	PLAN & TEXT CONC PAV (0" TO 2")	λS	\$4.50	2271	\$10,219.50	(2,271.00)	0.00	\$0.00	(\$10,219.50)
506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	5	\$20.00	100	\$2,000.00	1.00	101.00	\$2,020.00	\$20.00
506-2009	ROCK FILTER DAMS (REMOVE) (TY 2)	5	\$5.00	100	\$500.00	(00:06)	10.00	\$50.00	(\$450.00)
506-2016	CONSTRUCTION EXITS (INSTALL) (TY1)	λS	\$10.00	78	\$780.00	80.34	158.34	\$1,583.40	\$803.40
506-2019	CONSTRUCTION EXITS (REMOVE)	λS	\$5.00	78	\$390.00	80.34	158,34	\$791.70	\$401.70
	TOTALS				\$4,629,474.83			\$4,634,512.10	\$40,370.37
ALL DESCRIPTION OF THE PERSON						- I was a second and a second a			

24 CHANGE ORDER NUMBER:

Project #

09WC706

TABLE B: Contract Items (Continued)

\$8,770.78 (\$2,905.00) (\$5,206.00) (\$2,756.60) (\$17,483.50) (\$15,869.00 \$5,445.00 (\$4,022.50) \$1,840.00 (\$7,520.00) \$30,000.00 \$1,000.00 \$1,460.00 \$3,815.00 OVERRUN/ UNDERRUN \$11,431.08 \$4,200.00 \$17,110.64 \$2,765.00 \$53,820.00 \$188,407.00 \$2,720.00 \$60,000.00 \$2,000.00 \$2,100.00 \$43,873.50 \$3,500.00 \$15,695.00 \$16,350.00 \$4,270.00 \$726.00 \$3,374.70 \$3,344.00 \$4,712.50 \$2,849.00 \$8,785.00 \$1,116.00 \$2,785.75 \$2,877.00 \$1,276.50 \$2,891.00 51,848.60 \$286.00 ITEM COST NEW 286.00 37,618.00 3,710.00 1,607.00 836.00 65.00 43.00 43.00 30.00 14.00 522.00 63.506.00 56.00 3,950.00 35,140.00 0.00 4,110.00 2,553.00 5,782.00 3,087.55 2,559.00 23,920.00 154.00 QUANTITY (3.938.00) (34.967.00) (31.738.00) (12.25.00) (2.46.00) 143.00 13.00 22.00 (640.00) (3.00) 16.00 (90.00) (2.00) 4.00 7.00 4.00 17.00 17.00 46,162.00 (4,150.00) (80.45) 92.00 1.00 1.00 2,420.00 ADD or (DEDUCT) QUANTITY \$158,400.00
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ELEC CONDUCTOR (NO. 6) INSULATED
GROUND BOX TY D (162922) WI APRON
INS SM RD SN SUP & AM TY 10BWG (1) SA (T)
INS SM RD SN SUP & AM TY 10BWG (1) SA (T)
INS SM RD SN SUP & AM TY 10BWG (1) SA (T)
INS SM RD SN SUP & AM TY 10W (1) SA (T)
INS SM RD SN SUP & AM TY TWT (1) UA (P)
INSTL OM ASSM (OM - 2X) (WC) GND
WK ZN PAV MRK NON - REMOV (W) 4" (SLD)
WK ZN PAV MRK NON - REMOV (W) (ARROW)
WK ZN PAV MRK REMOV (W) 4" (SLD)
WK ZN PAV MRK REMOV (W) 4" (SLD)
WK ZN PAV MRK SHY TERM (TAB) TY W
WK ZN PAV MRK SHY TERM (TAB) TY W
WK ZN PAV MRK TY 1 (W) 4" (SLD)(100MIL)
REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)
REFL PAV MRK TY 1 (W) 8" (SLD)(100MIL)
REFL PAV MRK TY 1 (W) 2" (SLD)(100MIL)
REFL PAV MRK TY 1 (W) (ARROW) (100MIL)
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REFL PAV MRK TY 1 (W) (WORD) (100MIL) TEMPORARY SEDIMENT CONTROL FENCE DESCRIPTION 529-2004 545-2023 545-2022 545-2022 565-2004 620-2004 620-2004 624-2014 644-2048 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2017 662-2018 ITEM

\$26,292.00 \$4,634,512.10 \$5,142,872.86

\$355,776.55

\$5,071,407.51

14849.00

The "Totals" from Table B of the previous work sheet

ELIM EXT PAV MRK & MRKS (4")

666-2132 672-2012 672-2015 666-2111

TOTALS

24 CHANGE ORDER NUMBER:

09WC706 Project #

(\$8.05) (\$559.68) (\$3,413.20) (\$12,525.57) (\$265.00) \$5,845.71 (\$16,311.66) (\$6,435.00) (\$67.20) (\$2,531.94) \$2,900.00 \$71,118.95 \$6,150.15 \$10,000.00 (\$6,300.00) OVERRUN UNDERRUN \$5,142,872.86 \$5,428,138.35 \$40,492.00 \$3,148.20 \$13,828.76 \$7,078.40 \$2,798.40 \$22,298.40 \$72,236.63 \$795.00 \$15,010.71 \$4,912.00 \$3,796.80 \$4,131.06 \$9,560.00 \$10,605.15 \$15,000.00 \$34,650.00 \$12,680.29 \$11,188,34 ITEM COST ĕ 6,523.00 2,528.00 5,495.00 20.00 5,495.00 2,598.44 384.89 4,912.00 8,950.67 22.60 478.00 235.67 0.00 \$50,567.18 191.00 QUANTITY (3,088.00) (13,049.33) (165.00) (0.40) (0.38) 760.00 295.00 (805.00) (450.56) (1.00) 136.67 (4.00) 8,180.29 149.89 ADD or (DEDUCT) QUANTITY \$2,338.32 \$12,217.56 \$12,217.56 \$12,217.56 \$3,358.08 \$2,712.00 \$3,358.08 \$1,060.00 \$3,106.00 \$3,106.00 \$2,106.00 \$3, \$5,071,407.51 \$5,362,703.07 ORIGINAL + PREVIOUSLY REVISED ITEM COST 8,000.00 22,000.00 165.00 23.00 1.00 QUANTITY 5763 2233 6300 24 6300 3,049.00 4.00 235,00 333.00 4500 4 % UNIT PRICE \$209.88 \$2.12 \$2.80 \$0.01 \$139.92 \$4.24 \$4.24 \$27.80 \$27.80 \$39.00 \$1.25 \$1.00 The "Totals" from Table B of the previous work sheet: FIND S Day 8 8 B SHEHFEE ŝ 2 ξ TOTALS VEH SIG SEC (12 IN) LED (HOUSING ONLY)
VEH SIG SEC (12 IN) LED (YEL ARW)
THE SIG CBL (TY A) (14 AWG) (2 CONDR)
THE SIG CBL (TY A) (14 AWG) (7 CONDR)
THE SIG CBL (TY A) (14 AWG) (7 CONDR)
THE SIG CBL (TY A) (14 AWG) (7 CONDR)
PED DETECT (2 INCH PUSH BTN)
VIVDS COMMUNICATION CABLE (COAXIAL)
Flex Pavement Structure Repair (4") CO #1 Holding existing telephone poles (CO #3)
Removal of Concrete Valley Gutters
Drwy Medians w/ landscape pavers
Soil Retention Blkt (Class 1)(TY A)(SPL) DESCRIPTION Curb Ramps (Ty B) VIVDS Processor Assembly (Rev) Remov conc (cvg)
Drill Shaft (Rdwy III pole) (30in) Mobilization - Hot Mix Asphalt Signal Maintenance (F.A. #6) Conc Gutter Ribbon Vailey Conc sidewalks (6") TABLE B: Contract Items (Continued) 416-2031-001 500-2003-001 529-20xx-001 531-2004-001 9009-000 9010-000 169-2001 104-2028-001 531-20xx-001 6266-2002-001 682-2021 682-2024 684-2031 684-2033 684-2049 688-2001 6266-2005 351-2013 9999-102 9015-001 ITEM

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
2. Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
	2C. 3F, 3L, 2E
	2D. Environmental remediation
	2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)
	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	2I. Additional safety needs (unforeseeable)
	2J. Other
3. County Comments	2A Dispute recolution (not requising from exect in plane as different and dispute and disp
County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	31. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
	5B. Contractor requested change in the sequence and/or method of work
	5C. Payment for Partnering workshop
	5D. Additional safety work/measures desired by the contractor
	5E. Other
C. Hatimal: DOMERTON	CA Dight of Way not close (third and a second little for DOW)
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
	6B. Right-of-Way not clear (County responsibility for ROW)
	6C. Utilities not clear
	6D. Other

Williamson County Road Bond Program

Williams Drive Williamson County Project No. 09WC706

Change Order No. 24

Reason for Change

This change order documents overruns and under runs to the contract quantities as a result of addressing field conditions not accounted for in the original plans.

No new items were added as a result of this change order.

This change is minor with reasons, 3F - Additional work desired by the County, 3L - Revising safety work/measures desired by the County, and 2E - Miscellaneous difference in site conditions (unforeseeable). No time will be added as a result of this change order.

CAMPO will reimburse 80% of the cost of this change order, with the remaining 20% divided between the City (65%) and the County (35%).

Total Cost	CAMPO (80%)	City	County
\$65,088.88	\$52,071.10	\$8,461.56	\$4,556.22

This Change Order results in a net increase of \$65,088.88to the Contract amount, for an adjusted Contract amount of \$13,471,592.45. The original Contract amount was \$11,464,068.41. As a result of this and all Change Orders to-date, \$2,007,524.04 has been added to the Contract, resulting in a 17.5% net increase in the Contract Cost. To date 133 days have been added to the contract, for a total of 703 working days.

HNTB Corporation

James Klotz, P.E.

Water Quality Ponds for RM 2338 **Commissioners Court - Regular Session**

06/21/2011 Date:

Patrick Strittmatter, Purchasing Submitted By:

Submitted For: Bob Daigh Purchasing **Department:**

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 12, 2011 at 2:00pm in the Purchasing Department to receive bids for WATER QUALITY PONDS FOR RM 2338, Bid # 11WC914.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
•				

Attachments

Link: Water Ponds IFB

Form Routing/Status

Started On: 06/16/2011 10:49 Form Started By: Patrick Strittmatter

Final Approval Date: 06/16/2011



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

http://www.williamson-county.org/Purchasing

INVITATION FOR BIDS

WATER QUALITY PONDS FOR RM 2338

BID NUMBER: 11WC914

BIDS MUST BE RECEIVED AT OR BEFORE: July 12, 2011 – 2:00 PM BIDS WILL BE PUBLICLY OPENED: July 12, 2011 – 2:00 PM

BID SUBMISSION

<u>DEADLINE</u>: Bids must be received in the Williamson County Purchasing Department at or before Tuesday, July 12, 2011 at 2:00 PM. Bids will be publicly opened at 2:00 PM or soon thereafter in the Williamson County Purchasing Department.

<u>METHODS</u>: Sealed bids may be hand-delivered or mailed to the *Williamson County Inner Loop Annex, Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626.*

<u>LOCATION DIRECTIONS</u>: Please see page 22 of this document for a map and directions to the Williamson County Inner Loop Annex.

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

BID REQUIREMENTS

<u>PRE-BID MEETING</u>: All vendors interested in submitting a bid are invited to attend the non-mandatory, pre-bid meeting at 2:00 PM on Tuesday, June 28, 2011, at the Inner Loop Annex, Human Resources Dept, 301 SE Inner Loop, Suite 108, Georgetown, Texas 78626.

<u>SUBMITTAL</u>: One (1) original bid and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies must have the same attachments as the original.

<u>SEALED:</u> 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.

<u>REFERENCES</u>: Williamson County requests bidder to supply with this bid, a list of three (3) references where like services have been supplied by their firm in the last five (5) years. At a minimum, provide name of firm, address, telephone number, and name of representative.

<u>LEGIBILITY</u>: Bids must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All bids must be submitted on the forms provided in this Invitation for Bids. Changes to forms made by bidder may disqualify their bid. Bids cannot be altered or amended after submission deadline.

<u>LATE BID</u>: 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.

<u>RESPONSIBILITY</u>: 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

<u>THIRTY DAYS</u>: Awards should be made no later than 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.

<u>CONTRACT</u>: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful Bidder and Williamson County. The successful bidder will be required to sign the Agreement Between Owner and Contractor attached herein below, which contains terms necessary to ensure compliance with the bid (sometimes referred to herein as the "contract" or the "agreement". This Bid, when properly accepted by Williamson County, and the fully executed Agreement Between Owner and Contractor shall collectively constitute the "Contract" between the parties.

CONTRACT ADMINISTRATION: Under the Contract, Robert B. Daigh P.E., Senior Director of Infrastructure, (512) 943-3330, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful Bidder.

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 or phone and are **due by 5 PM CST on Friday, July 8, 2011**. Every effort will be made to answer questions within 24 hours of receiving them.

TECHNICAL CONTACT:

Mark Cissell, P.E.
Project Manager
HNTB Corporation
301 Congress Avenue, Suite 600
Austin, Texas 78701
mcissell@HNTB.com
(512) 447-5590

PURCHASING CONTACT:

Jonathan Harris
Assistant Purchasing Agent
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
joharris@wilco.org
(512) 943-1692

MISCELLANEOUS

<u>FOB DESTINATION</u>: 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 Bid. 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.

<u>FIRM PRICING</u>: The 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 term. 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 best bid.

<u>ESTIMATED QUANTITIES</u>: 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.

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

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

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

<u>PURCHASE ORDER</u>: If required by the Williamson County Purchasing Department 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.

<u>PAYMENT</u>: 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, (512) 943-1558.

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.

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

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

The Williamson County Conflict of Interest Statement is located on Page 20 of this Invitation for

Bids. This form should be completed, signed, and submitted with your Bid.

<u>ETHICS</u>: 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.

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

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 Bidder's bid, 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 Bidder may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Bidder's bid, for convenience and without cause or further liability, upon thirty (30) days written notice to Bidder. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Bidder 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 Williamson County's termination for convenience.

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

BID AND PERFORMANCE BONDS:

Pursuant to Section 262.032(a) of the Texas Local Government Code, the County will require a good and sufficient bid bond in the amount of five percent of the total contract price if the contract is for the construction of public works or is under a contract exceeding \$100,000.

Section 262.032(b) of the Texas Local Government Code governs the requirements for performance bonds for government entities making contracts. A performance bond shall be required by the County if the contract amount is in excess of \$50,000. Such performance bond shall be made for the full amount of the contract and it shall be furnished to the County within 30 days of the County's acceptance of the bid or proposal and prior to the commencement of any work. If the contract is for \$50,000 or less, no performance bond shall be required. However, pursuant to Section 262.032(c) of the Texas Local Government Code, if the contract is for \$50,000 or less, no money will be paid by the County until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

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.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid 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

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or Williamson County accepted by the Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will

be provided to the following name and address, prior to beginning work:

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

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

Workers' Compensation Insurance Coverage:

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

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

Persons providing services on the ("subcontractor" in \$406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, contractors. subcontractors. independent companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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

- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
- (a) a certificate of coverage, prior to the other person beginning work on the project; 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 certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

General Information

1. PURPOSE AND LOCATIONS

- a) <u>Purpose:</u> Reconstruct two existing water quality ponds out of the new RM 2338 right-of-way and reconstruct an existing parking lot adjacent to one of the ponds. The County seeks bids from firms that are trained, experienced, and qualified in water quality pond construction and paving operations.
- b) <u>Location:</u> Approximately 750 ft south of Ridgewood Road and 3000 ft north of FM 3405 on RM 2338 in Williamson County.

2. SCOPE OF WORK

This project entails the reconstruction of two existing water quality ponds and the replacement of an existing parking lot. The reconstruction of water quality ponds include: removal of existing pond items, earthwork that includes embankment and excavation, construction of a sedimentation basin, construction of a filtration basin, installation of pond liner, construction of pond outlet structures, relocation of a fence and gate and necessary erosion control. The parking lot reconstruction includes the removal of existing pavement and construction of new pavement structure made up of flexbase and HMAC.

3. <u>LENGTH OF PROJECT</u>

Final completion of the two ponds is to be done within forty-five (45) days of receiving the project's notice to proceed.

4. ITEMS and PRICING

Proposal Items will include the following:

Description		Unit
	Quantity	Measure
REMOVING STAB BASE AND ASPH PAV (2")	320	SY
EXCAVATION (SPECIAL)	79	CY
EMBANKMENT (FINAL)(ORD COMP)(TY B)	30	CY
FURNISHING AND PLACING TOPSOIL (6")	300	SY
BLOCK SODDING	126	SY
BROADCAST SEED (PERM) (RURAL) (CLAY)	200	SY
FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	7	CY
D-GR HMA(METH) TY-C SAC-B PG64-22	39	TON
SAND BACKFILL	30	CY
CL A CONC (MISC)	17	CY
RIPRAP (CONC) (5 IN)	10.2	CY
GABIONS (PVC)	7.3	CY
INLET (COMPL)(CURB)(5 FT)(SPECIAL)	1	EA
PVC PIPE (SDR-26)(12")	24	LF
MOBILIZATION	1	LS
EROSION CONTROL	1	LS
CONC CURB & GUTTER (TY II)	62	LF

PIPE UNDERDRAINS (TY 9)(4")	146	LF
4" GATE VALVE AND BOX	2	EA
GRAVEL BEDDING	10	CY
POND LINER (CLAY OR GEOMEMBRANE)	250	SY

5. GOVERNING SPECIFICATIONS AND PLANS

SPECIFICATIONS

ITEM 105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110	EXCAVATION
ITEM 132	EMBANKMENT
ITEM 160	FURNISHING AND PLACING TOPSOIL
ITEM 162	SODDING FOR EROSION CONTROL
ITEM 164	SEEDING FOR EROSION CONTROL
ITEM 168	VEGETATIVE WATERING
ITEM 247	FLEXIBLE BASE
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 420	CONCRETE STRUCTURES
ITEM 432	RIPRAP
ITEM 459	GABIONS AND GABION MATTRESSES
ITEM 465	MANHOLES AND INLETS
ITEM 481	PVC PIPE FOR DRAINS
ITEM 500	MOBILIZATION
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 556	PIPE UNDERDRAINS

PLANS

Plan Sheets for the Construction of Water Quality Ponds and Parking Lot – Sheets 1-15

SPECIAL PROVISIONS (NONE)

SPECIAL SPECIFICATIONS (NONE)

5. **GENERAL NOTES**

Basis of Estimate

Item	Description	Rate **	Basis	Quantity
160	Topsoil (6")	1 CY/7 SY	43 CY	300 SY
162	Sodding for Erosion Cont	1 CY/6 SY	21 CY	126 SY
164	Seed for Erosion Cont	4840 SY/AC	0.41 AC	200 SY
166	Fertilizer (20-10-10)	1/8 LB/SY	200 SY	25 LBS
168	Vegetative Watering	20 GAL/SY	326 SY	6.5 MG
247	FL BS (CMP IN PLC)			
	(TY A GR 4) (FNAL POS)	27 CF/CY	189 CF	7 CY
340	Dense-Graded Hot-Mix Asphalt (Method)			
	TY-C CL-B PG64-22	110 LB/SY/IN	355 SY	39 TON

This project will require coordination with the County's contractor on RM 2338 Phase II to ensure that earth cuts, grading, and drainage structure construction occur at the appropriate phases. Construction of the ponds shall not interfere with roadway construction activities. Contact is Clayton Webber, 512-801-5930

Notifications shall be made to property owners at least 72 hours prior to the start of construction: Brian Gregor, 512-869-1910; Robert McMillan, 512-863-0231.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

Accrue contract time charges through the Contractor's completion of the final punchlist.

Meet weekly with the Engineer to notify him/her of planned work for the upcoming week. Provide a three-week "look ahead," as well as all work performed over the past week.

Equip all construction equipment used in roadway work with a permanently mounted 360° revolving or strobe warning light with amber lens. Light will have a minimum lens height and diameter of 5 inches and mounting height of not less than 6 feet above the roadway surface and be visible from all sides. Attach at each side of the rear end of the construction equipment an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Do not leave equipment, after working hours, in a position that will endanger the traveling public.

Overhead and underground utilities exist in the vicinity of the project. The exact location of underground utilities is not known. Contact the Texas Excavation Safety Systems (TESS) or DIG TESS at 1-800-344-8377 and any other area utility companies for exact locations at least 48 hours before commencing any work that might affect present utilities.

For power lines rated 50kV or below, no equipment will be permitted within 10 feet of the power lines, as indicated in Occupational Safety and Health Administration (OSHA) Standards. For power lines rated over 50 kV, refer to OSHA Standards. Notify the Engineer if there are any conflicts with high voltage electrical lines. Notify the owner of the particular Electrical Utility if work will be required within the minimum distance as stated in OSHA Standards.

If working near power lines, comply with the appropriate sections of Local Legal Requirements, Texas State Law, and Federal Regulations relating to the type of work involved.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Sweep, mow, and remove all litter on the right of way, within the project limits, to keep the jobsite in a neat and presentable condition at all times. Perform this work as directed.

Remove all construction debris and surplus material generated by the construction work within the project limits. Perform this work as directed. Consider subsidiary to the pertinent Items.

Trim vegetation around signs and other obstructions. Consider subsidiary to pertinent Items.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas from destruction. Exercise care to prevent damage to trees, vegetation, and other natural surroundings. Areas not to be disturbed will be as directed. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than before the beginning of work.

All locations used for storing construction equipment, materials, and stockpiles of any type within the right of way will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist.

The Project Superintendent will be capable of speaking English and will be available to contact at all times when work is being performed including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

ITEM 132 & 160 - PREP ROW, EMBANKMENT, & TOPSOIL

Use hand methods or other means to remove objectionable material, if doing work by mechanical methods is impractical. Consider subsidiary to the pertinent Items.

ITEM 110 & 132 - EXCAVATION & EMBANKMENT

Unsuitable material encountered in a cut or fill section will be considered waste. The Engineer will define unsuitable material. Material, which the Contractor might deem to be unsatisfactory or unsuitable, due to moisture content, will not be considered unsuitable material, unless otherwise approved.

ITEM 132 & 400 - EMBANKMENT & EXCAVATION AND BACKFILL FOR STRUCTURES

Use approved compaction equipment for all backfilling and embankment operations. Detachable sheepsfoot-type wheels mounted on backhoes, trackhoes and other similar equipment will not be allowed for compaction operations, including pipe installation.

ITEM 132 - EMBANKMENT

Construction Inspector must approve the embankment material before use on the project.

Work to correct unstable material (e.g. dry, wet, loose, etc.) to a depth of 6" below existing subgrade elevation, prior to beginning any embankment placement. Consider subsidiary to the various bid Items. Any work to correct unstable material below the 6" depth, below existing subgrade elevation, will be paid as extra work. However, there will be no payment to correct failures, in the subgrade areas, that were constructed under this contract.

Track ALL embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Tracking slopes to prevent erosion is considered subsidiary to the pertinent items.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to the dumping of Flexbase or HMACP. Consider subsidiary to the pertinent Items.

Scarify and re-compact existing asphaltic/base sections, which are not called out to be removed in fill sections, where the bottom of the proposed pavement structure is higher than and over the top of the existing asphalt surface in order to reduce the possibility of a slip plane.

ITEM 160 - TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, or as directed. Ensure that the topsoil placed is similar to the topsoil that is within the project. To the extent possible, obtain as much of the topsoil from within the project site, or as directed. The County reserves the right to takes samples, as needed, to assure that the material meets the PI and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

Construct topsoil stockpiles no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way.

Track ALL embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Consider the tracking of slopes to prevent erosion subsidiary to the pertinent items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion, as directed. Consider subsidiary to the pertinent Items.

Provide measurements for payment of topsoil quantities before seeding. Consider subsidiary to the pertinent Items.

Place Topsoil in accordance with the SW3P, in phases, as partial completion is obtained.

ITEM 162 - SODDING FOR EROSION CONTROL

Furnish and place St. Augustine Sod.

ITEM 164 – SEEDING FOR EROSION CONTROL

Obtain vegetation establishment of all seeded areas, including adequate coverage, prior to "Final Acceptance." If all other work is complete, time charges may be suspended, until adequate coverage is established.

Do not use ryegrass for temporary cover.

Re-seed all areas with "little or no" grass growth after 1 month from the last seeding date, as directed by the Engineer. Consider subsidiary to the various bid items.

ITEM 166 - FERTILIZER

Use 20-10-10 fertilizer analysis, unless other directed. Take soil samples, as directed, to determine the actual soil needs for fertilizer. Consider this work subsidiary to pertinent Items.

ITEM 168 – VEGETATIVE WATERING

Water all areas of project to be seeded or sodded. Consider this work subsidiary to pertinent Items.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ in. or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Obtain water at a source that is metered or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 247 - FLEXIBLE BASE

Material Requirements

		(Perce	nt Retai	ned-Sie	ve) - Tex	k-110-E	LL ¹	PI ^{1,4}	Wet B	Wet Ball Mill ² Min. Compressive Strengths ³		
Item	Description	1 3/4"	7/8"	3/8"	#4	#40	Max	Max	Value	% Increase	@ 3 psi.	@15 psi.
247	Flex Base GR 4	0	10-35	35-65	45-75	70-85	35	10	40	20	90	175

- 1. Performed in accordance to Tex-104-E and Tex-106-E. Determine Plasticity Index (PI) in accordance with Tex-107-E when liquid limit (LL) is not attainable as defined in Tex-104-E.
- 2. Performed in accordance to Tex-116-E.
- 3. Performed in accordance to Tex-117-E.
- 4. Minimum PI required is zero (0).

The following table will govern the acceptance of compaction on base courses, when compacted in multiple courses. Compaction requirements are in percent of maximum dry density as determined by (Tex-113-E). When compacting in a single course, compact to at least 100% of maximum dry density as determined by Tex-113-E.

		All Roadways		
Item	Material	Lift	Min Density	
247	FL BS (CMP IN PLC)	1	98%	
	,	2 (final lift)	100%	

Use Type "A" material.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to the dumping of Flex Base. Consider subsidiary to the pertinent Items.

Complete ditches and slopes in conformity with the required lines, grades, and cross-sections shown on the plans or as directed & cut ditches and place drainage structures prior to placing base.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (Method)

Provide mixture Type C using PG binder 64-22. Use aggregates that meet the SAC requirement of class B.

High- Temperature Binder Grade	Test <u>Method</u>	Hamburg Wheel Test Requirements ¹ Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

Target laboratory molded density is 96.5% for all mixture types.

Use a device to create a maximum 3H: 1V notched wedge joint on all hot mix joints of 2 inches or greater. Consider subsidiary to the pertinent Items.

Do not dilute tack coat. Apply it through a distributor spray bar in accordance with Article 316.3(A) Distributor.

When surface irregularities, as defined in Article 340.4.I, "Irregularities", are detected or measured, the Contractor must take immediate corrective action defined as the removal and replacement of a full lane width of the defective area using a paver to place new mix, unless otherwise directed.

RAP is not allowed, unless approved otherwise.

The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and sublot numbers.

Samples must be stored in a common area where they are readily available to the TxDOT representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until directed otherwise.

When directed, the Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES

Sawcut any concrete or asphaltic concrete pavement areas, where needed, as directed. Consider subsidiary to the pertinent Items.

Obtain approval for all compaction equipment prior to all backfilling and embankment operations.

Do not use detachable sheepsfoot-type wheels mounted on backhoes, trackhoes, and other similar equipment for compaction operations.

ITEM 420 - CONCRETE STRUCTURES

Mass Concrete will be measured in place.

Do not perform any concrete surface placement work when the weather, as indicated by National Oceanic and Atmospheric Administration (NOAA), states a chance of rain of 40% or greater, unless otherwise directed.

ITEM 432 - RIPRAP

Make 5-inches thick unless otherwise noted or directed.

Where any proposed riprap joins existing riprap, saw cut the existing riprap and dowel/epoxy the joint as directed. Consider subsidiary to the pertinent Items.

Additional riprap may be required, as determined by the Engineer, near the end of project completion, due to unanticipated erosion locations. Any additional, approved riprap will be paid under this item.

Provide Class B Concrete for riprap.

ITEM 465 – MANHOLES AND INLETS

Consider excavation and backfill, frames, grates, rings and covers subsidiary to pertinent items.

Provide temporary drainage at each curb inlet and maintain until the final course of asphaltic concrete pavement is placed.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

Obtain the Engineer's approval for proposed methods used for erosion control before starting each phase of construction.

The total project area is approximately 0.23 acres. Consider the SW3P for this project to consist of the following items as directed:

Temporary Sediment Control Fence Rock Filter Dams Baled Hay Earthwork for Erosion and Sediment Control

Double-bag all sandbags used for erosion control items. Consider subsidiary to pertinent Items.

ITEM 556 - PIPE UNDERDRAINS

Place pipe underdrains as shown in the plans or as directed during construction.

Filter material will be clean, washed gravel meeting the gradation requirements of Type C.

STORMWATER POLLUTION PREVENTION PLAN / WATER POLLUTION ABATEMENT PLAN NOTES

For projects in the recharge zone or contributing zone of Williamson, Travis and Hays Counties, plans must include the sheet titled "TCEQ Requirements for Recharge Zone of the Edwards Aquifer" or "TCEQ Requirements for Contributing Zone of the Edwards Aquifer." Compliance with the notes on these sheets is required for TCEQ construction approval. The Engineer will be the sole judge as to the timing of all installations. Work will not progress until the Engineer has approved each installation.

Maintain erosion control features according to the SW3P sheet.

In the event that significant contamination is encountered based on odors, visual evidence, or vapor monitoring, immediately contact the Engineer in accordance with Item 4.3 of the general provisions of the <u>STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS</u>, <u>STREETS</u>, <u>AND BRIDGES</u>. The Engineer may suspend work wholly or in part to determine the coordination/management for the testing, removal and disposal of hazardous materials that might be necessary according to all applicable rules, laws and regulations.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures with TCEQ.

Plug any drill holes, resulting from core sampling on-site or down-gradient of the site, with concrete from the bottom of the hole to the top of the hole so that water and contaminants are not allowed to enter the subsurface environment.

Restrict construction vehicles from traversing or utilizing existing roadways, unprotected construction areas, and areas with vegetative cover.

Maintain vehicles at designated maintenance sites, unless otherwise approved.

Transport any soils contaminated during construction of the proposed project from the site and properly dispose of off-site, off the recharge zone, and off any area draining to the recharge zone of the Edwards Aquifer.

Collect wastewater generated on-site by chemical toilets and transport off the recharge zone and dispose of properly.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes over bermed impervious liners as to not allow any leakage into underlying soils. Additionally, the containment will be sized to capture 150% of the total volume of fluids stored on-site within the storage area.

No blasting will be allowed within 300 ft. of a geologic feature of significant recharge potential, unless otherwise approved. Known locations of these features are available from the Engineer.

Vendor Bids Are to Include:

- 1. Completed **Schedule of Rates and Prices**, pgs 15-16.
- 2. Completed **References** form for three (3) references where like products have been built and installed by your firm in the last 5 years, pgs 18-19.
- 3. Completed Williamson County Conflict of Interest Statement, pg 20.
- 4. Completed Williamson County Bid Form, pg 21.
- 5. A Bid Bond for 5% of the Total Bid Amount if it's more than \$100,000, pg 3.

Project Plans:

For project drawings and plans, please see the separate pdf document, **Plans for RM 2338 Water Quality Ponds**.

WILLIAMSON COUNTY BID FORM SCHEDULE OF RATES AND PRICES

WATER QUALITY PONDS FOR RM 2338

Item	Qty	Unit Price	Extended Price
REMOVING STAB BASE AND ASPH PAV (2")	320	\$/SY	\$
EXCAVATION (SPECIAL)	79	\$/CY	\$
EMBANKMENT (FINAL)(ORD COMP)(TY B)	30	\$/CY	\$
FURNISHING AND PLACING TOPSOIL (6")	300	\$/SY	\$
BLOCK SODDING	126	\$/SY	\$
BROADCAST SEED (PERM) (RURAL) (CLAY)	200	\$/SY	\$
FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	7	\$/CY	\$
D-GR HMA(METH) TY-C SAC-B PG64-22	39	\$/TON	\$
SAND BACKFILL	30	\$/CY	\$
CL A CONC (MISC)	17	\$/CY	\$
RIPRAP (CONC) (5 IN)	10.2	\$/CY	\$
GABIONS (PVC)	7.3	\$/CY	\$
INLET (COMPL)(CURB)(5 FT)(SPECIAL)	1	\$/EA	\$
PVC PIPE (SDR-26)(12")	24	\$/LF	\$
MOBILIZATION	1	\$/LS	\$

EROSION CONTROL	1	\$/LS	\$
CONC CURB & GUTTER (TY II)	62	\$/LF	\$
PIPE UNDERDRAINS (TY 9)(4")	146	\$/LF	\$
4" GATE VALVE AND BOX	2	\$/EA	\$
GRAVEL BEDDING	10	\$/CY	\$
POND LINER (CLAY OR GEOMEMBRANE)	250	\$/SY	\$
Total Bid Amount	\$		

Does your bid product meet all listed specifications? <u>yes or no</u> (please circle) If no, please list all variances below.				

ADVERTISING OF PROJECTS

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your Bid response. Thank you in advance for your feedback.

My company/firm was made aware of this Invitation for Bids (IFB) by:	
a. An ad in the Austin American Statesman newspaper	YesNo
b. An ad in the Williamson County Sun newspaper	YesNo
c. An email notification from the County	YesNo
d. The County Purchasing Department website	YesNo
e. County Department or Employee	YesNo
f. Plan room(s) Name of Plan Room(s)	YesNo
g. Texas Comptroller, Electric State Business Daily	YesNo

Any additional advertising suggestions?

REFERENCES

List three (3) customers during the past five (5) years for which you provided, goods and/or services similar to those specified in this solicitation. Provide the owner's name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name:
a. Description of goods or services provided:
b. Contract Amount:
c. Date services completed:
d. Contact Person:
Address:
Telephone Number:
Email Address:
2. Owner's Name:
a. Description of goods or services provided:
b. Contract Amount:

c. Date services completed:
d. Contact Person:
Address:
Telephone Number:
Email Address:
3. Owner's Name:
a. Description of goods or services provided:
b. Contract Amount:
c. Date services completed:
d. Contact Person:
Address:
Telephone Number:
Email Address:



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)

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WILLIAMSON COUNTY BID FORM

WATER QUALITY PONDS FOR RM 2338

BID NUMBER: 11WC914

NAME OF BIDDER: Mailing Address:		
Email Address:		
Telephone: ()	Fax: ()	
TOTAL BID AMOUNT (From the Williamson all costs: materials, equipment, labor, installat	County Bid Form, Schedule of Rates and Prices to include tion, delivery, possible bonds, etc):	
\$		
terms and conditions of the attached Request for E	that he/she is authorized to bind the bidder to fully comply with the Bid, Specifications, and Special Provisions for the amount(s) shown slow, you have read the entire document and agreed to the terms	
	Date:	
Signature of Person Authorized to Sign Bid		
Printed Name and Title of Signer:		
below or by completion of the applicable infordate and time for receipt of the bid. Failure to the solicitation may negatively impact the response.	addenda issued to the solicitation by completing the blocks mation on the addendum and returning it no later than the acknowledge an addendum that has a material impact on consiveness of your bid. Material impacts include but are not work, delivery time, quantities, bonds, qualifications, etc.	
Addendum No, Date Addendum No, Date	ddendum No, Date Addendum No, Date	

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

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop Georgetown, TX 78626

Directions:

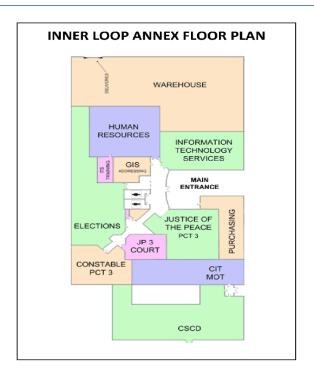
From South (Austin, Round Rock)

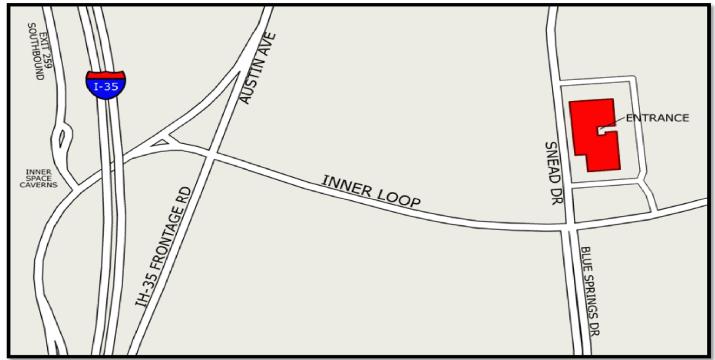
Take IH-35 Northbound
Exit 259
Stay on frontage road for approximately 2 miles
At stop sign, go right on Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left

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

From North (Georgetown, Jarrell)

Take IH-35 Southbound
Exit 259
At stop sign, go left under the overpass
At stop stay straight onto Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles





AGREEMENT (CONTRACT) DOCUMENT

Starting on the following page is a sample agreement, being provided at this time simply for review. If a contractor is awarded this project, at that time it will be required that an agreement be completed between the contractor and the County.

The only anticipated changes in the agreement will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the agreement to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached document, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached agreement.



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the 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 following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of (\$\sqrt{\sqrt

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

- **4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.
- **4.2 Substantial Completion.** "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. 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 (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR 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 terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete. The ODR 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 completion and 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 terms and conditions of this Agreement. 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.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COM	MPLETION:	, 20	
(OR)			
WITHIN	CALENDAR DAYS FROM THE	DATE THE WORK IS COMM	MENCED.
Under no circumstances will the ti Agreement. THE TIMES SET ELEMENT OF THE AGREEMI THE ESSENCE OF THIS AGREE	FORTH IN THE CONSTRUCTION FOR THE FORT THE FORT THE FORT THE THE FORT THE F	CTION DOCUMENTS ARE	AN ESSENTIAL
4.3 Final Completion. The calendar days from the date the however, Owner may extend so Owner shall, at its sole discretisatisfaction.	said time period in the event ba	before, ad weather affects the prog	20; provided, ress of the Work.
that the Work is not Substantially	For each consecutive calendar day Complete, the Owner may ded per day (\$/day) from ar	luct the amount of	•
Contractor, not as a penalty but contract execution of the damag agree that calculating Owner's a burdensome, and cause unnece reasonable.	as liquidated damages represen les that the Owner will sustain for actual damages for late completion	iting the parties' estimate at t r late completion. The partie on of the Work would be impi	he time of es stipulate and ractical, unduly

ARTICLE 5 PAYMENT: Contractor shall receive two lump sum payments of the Contract Price. The first one-half (1/2) of the total Contract Price shall be paid to Contractor when one-half (1/2) of all Work has been deemed Substantially Complete by the Owner; provided that Contractor is not in breach of this Agreement at that time. The remaining one-half (1/2) of the total Contract Price shall be paid to Contractor when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

- 6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. 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.
- **6.2** 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.
- 6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- **6.4** As part of Contractor obligation to coordinate the Work, Contract shall:
 - a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans:
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;

- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.
- 6.5 Contractor shall identify every subcontractor it intends to use for the 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. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's 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.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

- **6.8** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.
- **6.9** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

- **6.10** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work 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.
- **6.11** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- **6.12** Contractor shall provide warranty services for the Work for a full eighteen months (thirty months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the

warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. 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:
- c. 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 Work;
- d. 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;
- e. shall have the right to reject any defective Work. 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; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

- **8.1 Insurance.** 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.
 - **10.4.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage 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 \$250,000 Ea. Accident

Bodily Injury by Disease \$250,000 Ea. Employee

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE PER PERSON PER OCCURRENCE

Comprehensive

General Liability \$500,000 \$500,000

(including premises, completed operations and contractual)

Aggregate policy limits: \$500,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE PER PERSON PER OCCURRENCE

Bodily injury \$500,000 \$500,000

(including death)

Property damage \$500,000 \$500,000

Aggregate policy limits No aggregate limit

Builder's Risk Insurance

(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include

transit and storage in an amount sufficient to protect property being transported or stored.

- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- **8.1.2** 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.

8.1.3 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 Williamson County."
- 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 Williamson County."
- c. "Williamson County, it 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 Williamson County."

10.4.6 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

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 Work.
- (2) Duration of the Work includes the time from the beginning of the Work until the Work 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 relating to the Work ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, 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 in relation to the Work. "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 Work, 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 in relation to the Work, for the Duration of the Work.
- 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 Work, 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 in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; 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 Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work 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 in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. 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 in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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.
- j. 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 (10) days after receipt of notice of breach from the Owner.

- **8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. 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 this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- **8.1.6** 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.
- **8.1.7** 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 polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 8.1.8 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- 8.2 INDEMNITY. 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 IN RELATION TO CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. 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. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price 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 9 BONDS

- **10.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.
- **10.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, 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.
- **10.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 100% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 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 11 MISCELLANEOUS PROVISIONS

- **11.1 Assignment.** 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.
- 11.2 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 Work is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Work in which the Owner is a party.
- **11.3 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 11.4 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; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.
- 11.5 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.
- **11.6 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.
- 11.7 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.
- 11.8 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.
- 11.9 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.
- 11.10 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the

Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement.

OWNER:	CONTRACTOR:		
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas			
Ву:	Ву:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Party Representatives			
Owner's Designated Representative:	Contractor's Designated Representative:		
Phone	Phone		

Hwy 79 Contract

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute a real estate contract with Trona T. Blaha, f/k/a Trona T. Krueger, Daniel Dwayne Krueger a/k/a Daniel D. Krueger and Treila Krueger Aery f/k/a Treila Latrelle Krueger for ROW needed on Hwy 79 Section 3. (Parcel 39 Parts 1, 2 & 3)

Background

Fiscal Impact From/To Acct No. Description Amount Sort Seq

Attachments

Link: Krueger Contract

Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 06/16/2011 10:26

AM

Final Approval Date: 06/16/2011

REAL ESTATE CONTRACT US79 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TRONA T. BLAHA f/k/a TRONA T. KRUEGER, DANIEL DWAYNE KRUEGER a/k/a DANIEL D. KRUEGER, and TREILA KRUEGER AERY f/k/a TREILA LATRELLE KRUEGER, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.412 acre tract of land, more or less, out of the J.J. Stubblefield Survey, Abstract No. 567, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 39, Part 1); and

All of that certain 0.051 acre tract of land, more or less, out of the J.J. Stubblefield Survey, Abstract No. 567, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 39, Part 2); and

All of that certain 1.216 acre tract of land, more or less, out of the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (Parcel 39, Part 3); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property and any improvements thereon, and for any damage to or reconfiguration or curative measures for the remaining property of Seller, shall be the sum of ONE HUNDRED NINETY FIVE THOUSAND and 00/100 Dollars (\$195,000.00).

Pursuant to the terms of a Possession and Use Agreement executed by the parties on or about December 11th, 2008, Purchaser has previously paid to Seller the amount of \$150,108.30 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of FORTY FOUR THOUSAND EIGHT HUNDRED NINETY ONE and 70/100 Dollars (\$44,891.70).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before May 31, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

- (1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A-C", free and clear of any and all liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.
 - (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price.

Prorations

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

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by Purchaser.
 - (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

<u>Legal Construction</u>

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

Irona J.	Blaka
Trona T. Blaha, f/k/a	•
Trona T. Krueger	

Date: 6-9-201/

Address:	1900	1 Mea	802	adose	In.
	P.O.	Biox	802		
			Ty.		
-	July	rago,	Jeg.	_' _	,

Daniel Dwayne Krueger, a/k/a

Daniel D. Krueger

Date: 6-9-2011

Address: P.O. Box 667 Hytto, Tx. 78634

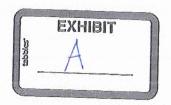
Treila Krueger Acry, f/k/a
Treila Latrelle Krueger

Date: 6.12.2011

Address: P.O. Box 6406

Round Rock, TX 78683

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



County: Parcel No.: Williamson 39 Part 1 US 79

Highway: Limits:

US 79 from East of Hutto City Limit to CR 402

CSJ:

PROPERTY DESCRIPTION FOR PARCEL 39 PART 1

DESCRIPTION OF A 0.412 ACRE (17,926 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY ABSTRACT NO. 567, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 135.209 ACRE TRACT OF LAND CONVEYED TO TRONA T. BLAHA, FORMERLY KNOWN AS TRONA T. KRUEGER, DANIEL DWAYNE KRUEGER, ALSO KNOWN AS DANIEL D. KRUEGER, AND TREILA LATRELLE KRUEGER AERY, FORMERLY KNOWN AS TREILA LATRELLE KRUEGER, BY CAUSE NO. 14,882 IN THE COUNTY COURT AT LAW NO. 2 OF WILLIAMSON COUNTY, TEXAS, SAID 135.209 ACRE TRACT BEING THE REMAINDER OF THAT CALLED 145.59 ACRE TRACT OF LAND DESCRIBED IN VOLUME 479, PAGE 343 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.412 ACRE (17,926 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a set ½" iron rod, stamped ref/witness in the westerly boundary line of said 135.209 acre tract, same being the easterly boundary line of that called 101.62 acre tract of land conveyed to Rebecca Lynn Teichelman Borgne, Trustee of the Edwin Carl Teichelmen Testamentary Trust by Cause No. 03-0043-CP1 in County Court at Law No. 1 of Williamson County, Texas, and as evidenced by instrument recorded in Document No. 2006049418 of the Official Public Records of Williamson County, Texas, 164.19 feet left of proposed U.S. 79 baseline station 690+22.29;

THENCE, with the common boundary line of said 135.209 acre tract and said 104.44 acre tract, S 12°21'22" E for a distance of 50.00 feet to a set Type II TXDOT monument in the proposed northerly right-of-way line of U.S. 79, 114.19 feet left of proposed U.S. 79 baseline station 690+22.01, being the most northwesterly corner of the herein described tract and the POINT OF BEGINNING hereof;

- 1. THENCE departing the easterly boundary line of said 104.44 acre tract, with the proposed northerly right-of-way line of U.S. 79, through the interior of said 135.209 acre tract, N 77°19'11" E for a distance of 186.89 feet to a set ½" iron rod with TXDOT aluminum cap in the westerly boundary line of that called 6.2200 acre tract of land conveyed to Daniel Dwayne Krueger, also known as Daniel D. Krueger, by instruments recorded in Document No. 2000010169 and Document No. 2000008516 of the Official Public Records of Williamson County, Texas, 114.19 feet left of proposed U.S. 79 baseline station 692+08.90, being the most northeasterly corner of the herein described tract;
- 2. THENCE, departing the proposed northerly right-of-way line of U.S. 79, with the westerly boundary line of said 6.2200 acre tract, same being the southerly boundary line of said 135.209 acre tract, S 14°31'58" E, passing at a distance of 94.45 feet, a found ½" iron rod, and continuing for a total distance of 95.05 feet to a calculated point in the existing northerly right-of-way line of U.S. 79 (120' right-of-way width), being an angle point in the southerly boundary line of said 135.209 acre tract, same being the most southwesterly corner of said 6.2200 acre tract and the southeasterly corner of the herein described tract;

- 3. THENCE with the existing northerly right-of-way line of U.S. 79, same being the southerly boundary line of said 135.209 acre tract, S 77°19'11" W for a distance of 190.50 feet to a calculated point, being the most southeasterly corner of said 104.44 acre tract, same being the most southwesterly corner of said 135.209 acre tract and the most southwesterly corner of the herein described tract;
- 4. THENCE departing the existing northerly right-of-way line of U.S. 79, with the easterly boundary line of said 104.44 acre tract, same being the westerly boundary line of said 135.209 acre tract, N 12°21'22" W, passing at a distance of 0.55 feet, a found ½" iron rod, and continuing for a total distance of 95.00 feet to the POINT OF BEGINNING hereof and containing 0.412 acres (17,926 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, LP

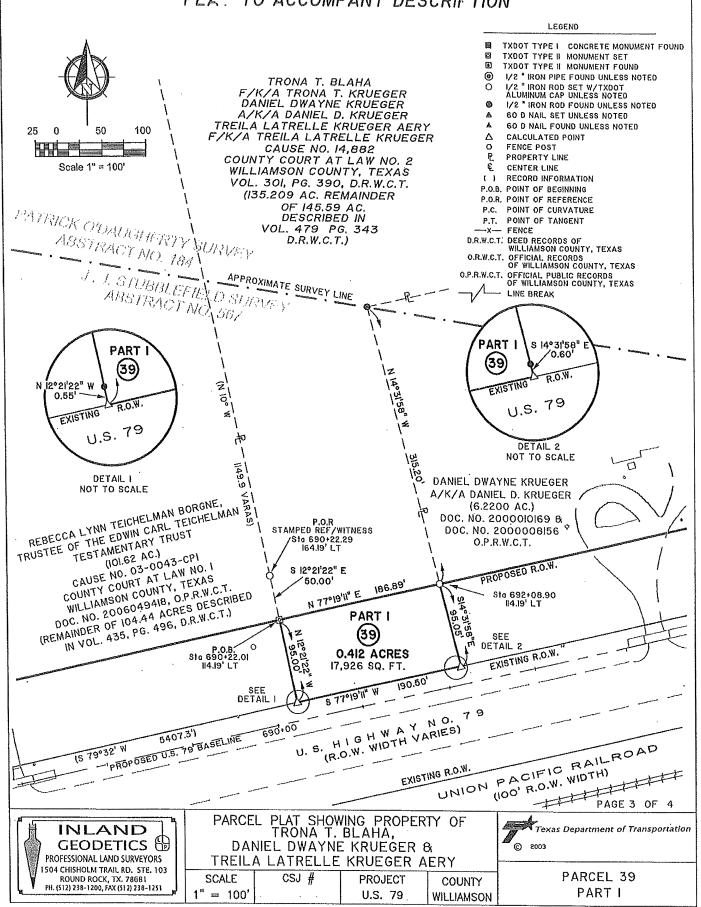
1504 Chisholm Trail Rd., Ste. 101

Round Rock, TX. 78681

79par39p1.doc

Data

PLA. TO ACCOMPANY DESCRIPTION



PLA. TO ACCOMPANY DESCRIPTION

NOTES:

- I) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE REPORT, G.F. NO. 801-06-1376, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, DATED JANUARY 18, 2007.
- 2) THE TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY
 INSTRUMENT RECORDED IN VOLUME 238, PAGE 550 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS,
 IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 3) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 4) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 307, PAGE 65 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 5) THIS PARCEL IS SUBJECT TO A 15 FOOT WIDE, BLANKET TYPE, WATER PIPE LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 716 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 7.5 FEET ON EITHER SIDE OF THE PIPE AS INSTALLED.
- 6) THE ELECTRIC AND COMMUNICATIONS LINES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004042694 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THIS PARCEL.
- 7) THE ELECTRIC AND COMMUNICATIONS LINES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004042695 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THIS PARCEL.
- 8) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN NOTICE OF RESOLUTION CONCERNING THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 9) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- IO) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- II) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF I.OOOII.
- 12) IMPROVEMENTS SHOWN HEREON ARE BASED UPON AERIAL SURVEY DIGITAL FILES PROVIDED BY OTHERS AND SUPPLEMENTED BY ON THE GROUND SURVEYING PERFORMED BY INLAND GEODETICS, L.P.

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

M. STEPHEN TRUESDALE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, L.P.

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 7968I



© 2003

Texas Department of Transportation

GEODETICS G

PROFESSIONAL LAND SURVEYORS 504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 PARCEL PLAT SHOWING PROPERTY OF TRONA T. BLAHA, DANIEL DWAYNE KRUEGER & TREILA LATRELLE KRUEGER AERY

PROJECT U.S. 79

COUNTY WILLIAMSON PARCEL 39 PART I



County: Parcel No.: Williamson 39 Part 2

Highway: Limits:

US 79 US 79 from East of Hutto City Limit to CR 402

CSJ:

PROPERTY DESCRIPTION FOR PARCEL 39 PART 2

DESCRIPTION OF A 0.051 ACRE (2,237 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY ABSTRACT NO. 567, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 135.209 ACRE TRACT OF LAND CONVEYED TO TRONA T. BLAHA, FORMERLY KNOWN AS TRONA T. KRUEGER, DANIEL DWAYNE KRUEGER, ALSO KNOWN AS DANIEL D. KRUEGER, AND TREILA LATRELLE KRUEGER AERY, FORMERLY KNOWN AS TREILA LATRELLE KRUEGER, BY CAUSE NO. 14,882 IN THE COUNTY COURT AT LAW NO. 2 OF WILLIAMSON COUNTY, TEXAS, SAID 135.209 ACRE TRACT BEING THE REMAINDER OF THAT CALLED 145.59 ACRE TRACT OF LAND DESCRIBED IN VOLUME 479, PAGE 343 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.051 ACRE (2,237 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found iron rod in the southerly boundary line of said 135.209 acre tract, same being the most northwesterly corner of that called 6.2200 acre tract of land conveyed to Daniel Dwayne Krueger, also known as Daniel D. Krueger, by instruments recorded in Document No. 2000010169 and Document No. 2000008516 of the Official Public Records of Williamson County, Texas, 429.23 feet left of proposed U.S. 79 baseline station 691+98.70;

THENCE, with the common boundary line of said 135.209 acre tract and said 6.2200 acre tract, S 14°31'58" E for a distance of 315.20 feet to a set ½" iron rod with Texas Department of Transportation (TXDOT) aluminum cap in the proposed northerly right-of-way line of U.S. 79, 114.19 feet left of proposed U.S. 79 baseline station 692+08.90;

THENCE departing the westerly boundary line of said 6.2200 acre tract, through the interior of said 6.2200 acre tract, with the proposed northerly right-of-way line of U.S. 79, N 77°19'11" E for a distance of 656.62 feet to a set ½" iron rod with TXDOT aluminum cap in the easterly boundary line of said 6.2200 acre tract, 114.20 feet left of proposed U.S. 79 baseline station 698+65.52, being the most northwesterly corner of the herein described tract and the POINT OF BEGINNING hereof;

1. THENCE departing the easterly boundary line of said 6.2200 acre tract, with the proposed northerly right-of-way line of U.S. 79, through the interior of said 135.209 acre tract, N 77°19'11" E for a distance of 21.21 feet to a set Type II TXDOT monument in the westerly boundary line of that called 0.90 acre tract of land (Tract 2), conveyed to Williamson County, by instrument recorded in Document No. 2001044968 of the Official Public Records of Williamson County, Texas, same being the existing northerly right-of-way line of U.S. 79 (right-of-way width varies), and the southerly boundary line of said 135.209 acre tract, being the most northwesterly corner of the herein described tract, from which an iron rod found being the most northwesterly corner of said 0.90 acre tract and an angle point in the southerly boundary line of said 135.209 acre tract bears, N 15°00'11" W, a distance of 10.01 feet;

THENCE, departing the proposed northerly right-of-way line of U.S. 79, with the westerly boundary line of said 0.90 acre tract, same being said existing northerly right-of-way line of U.S. 79, S 15°00'11" E for a distance of 95.08 feet to a found ½" iron rod, being an angle point in the southerly boundary line of said 135.209 acre tract, same being the most southwesterly corner of said 0.90 acre tract, and being the most southeasterly corner of the herein described tract;

- 2. THENCE, continuing with said existing northerly right-of-way line of U.S. 79, same being the southerly boundary line of said 135.209 acre tract, S 77°19'11" W for a distance of 25.88 feet to a calculated point, being the most southeasterly corner of said 6.2200 acre tract and an angle point in the southerly boundary line of said 135.209 acre tract, same being the most southwesterly corner of the herein described tract, from which an iron rod found bears, S 63°17'15" W a distance of 0.27 feet;
- 4. THENCE departing said existing northerly right-of-way line of U.S. 79, continuing with the southerly boundary line of said 135.209 acre tract, same being the easterly boundary line of said 6.2200 acre tract, N 12°11'27" W for a distance of 95.00 feet to the POINT OF BEGINNING hereof, and containing 0.051 acres (2,237 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

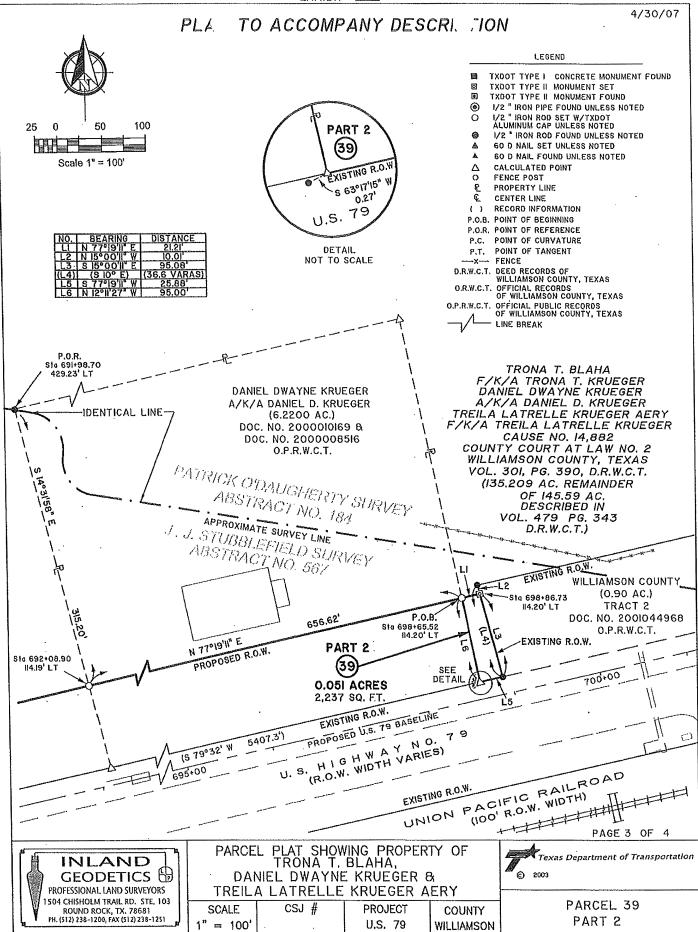
Inland Geodetics, LP

1504 Chisholm Trail Rd., Ste. 101

Round Rock, TX. 78681

79par39p2.doc

Date



PLA. TO ACCOMPANY DESCRIPTION

NOTES:

- I) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE REPORT, G.F. NO. 801-06-1376, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, DATED JANUARY 18, 2007.
- 2) THE TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY
 INSTRUMENT RECORDED IN VOLUME 238, PAGE 550 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS,
 IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 3) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 4) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 307, PAGE 65 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 5) THIS PARCEL IS SUBJECT TO A 15 FOOT WIDE, BLANKET TYPE, WATER PIPE LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 716 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 7.5 FEET ON EITHER SIDE OF THE PIPE AS INSTALLED.
- 6) THE ELECTRIC AND COMMUNICATIONS LINES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004042694 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THIS PARCEL.
- 7) THE ELECTRIC AND COMMUNICATIONS LINES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004042695 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THIS PARCEL.
- 8) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN NOTICE OF RESOLUTION CONCERNING THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 9) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- IO) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- II) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF LOCOIL.
- I2) IMPROVEMENTS SHOWN HEREON ARE BASED UPON AERIAL SURVEY DIGITAL FILES PROVIDED BY OTHERS AND SUPPLEMENTED BY ON THE GROUND SURVEYING PERFORMED BY INLAND GEODETICS, L.P.

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

M. STEPHEN TRUESDALE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, L.P.

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 79681



PAGE 4 OF 4



PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (S12) 238-1200, FAX (S12) 238-1251 PARCEL PLAT SHOWING PROPERTY OF TRONA T. BLAHA, DANIEL DWAYNE KRUEGER & TREILA LATRELLE KRUEGER AERY

SCALE 1" = 100' CSJ #

PROJECT U.S. 79

COUNTY WILLIAMSON Texas Department of Transportation
© 2003

PARCEL 39 PART 2



County: Parcel No.: Williamson 39 Part 3 US 79

Highway: Limits:

US 79 from East of Hutto City Limit to CR 402

CSJ:

PROPERTY DESCRIPTION FOR PARCEL 39 PART 3

DESCRIPTION OF A 1.216 ACRE (52,975 SQUARE FOOT) TRACT OF LAND SITUATED IN THE PATRICK O'DAUGHERTY SURVEY ABSTRACT NO. 184, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 135.209 ACRE TRACT OF LAND CONVEYED TO TRONA T. BLAHA, FORMERLY KNOWN AS TRONA T. KRUEGER, DANIEL DWAYNE KRUEGER, ALSO KNOWN AS DANIEL D. KRUEGER, AND TREILA LATRELLE KRUEGER AERY, FORMERLY KNOWN AS TREILA LATRELLE KRUEGER, BY CAUSE NO. 14,882 IN THE COUNTY COURT AT LAW NO. 2 OF WILLIAMSON COUNTY, TEXAS, SAID 135.209 ACRE TRACT BEING THE REMAINDER OF THAT CALLED 145.59 ACRE TRACT OF LAND DESCRIBED IN VOLUME 479, PAGE 343 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.216 ACRE (52,975 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found iron rod in the southerly boundary line of said 135.209 acre tract, 274.54 feet left of proposed U.S. 79 baseline station 709+55.52, being the most northwesterly corner of that called 1.62 acre tract of land conveyed to Eric Winkelman, by instrument recorded in Document No. 2003008448 of the Official Public Records of Williamson County, Texas;

THENCE, with the common boundary of said 135.209 acre tract and said 1.62 acre tract, S 18°20'01" E for a distance of 125.94 feet to a set Type II Texas Department of Transportation (TXDOT) monument in the proposed northerly right-of-way line of U.S. 79, 149.21 feet left of proposed U.S. 79 baseline station 709+67.93, being the most northeasterly corner of the herein described tract and the POINT OF BEGINNING hereof;

- 1. THENCE with the proposed northerly right-of-way line of U.S. 79, same being the westerly boundary line of said 1.62 acre tract, same being the southerly boundary of said 135.209 acre tract, S 18°20'01" E, passing at a distance of 20.10 feet, a set Type II TXDOT monument, 129.21 feet left of proposed U.S. 79 baseline station 709+69.51, and continuing for a total distance of 130.64 feet to a calculated point in the existing northerly right-of-way line of U.S. 79 (right-of-way width varies), same being the southerly boundary of said 135.209 acre tract, being the most southeasterly corner of the herein described tract, from which a found iron rod bears S 18°17'46" E a distance of 0.98 feet;
- 2. THENCE, with said existing northerly right-of-way line of U.S. 79, same being the southerly boundary line of said 135.209 acre tract, S 77°19'11" W for a distance of 467.21 feet to a calculated point, being the most southeasterly corner of that called 0.34 acre tract of land (Tract 1) conveyed to Williamson County, by instrument recorded in Document No. 2001044968 of the Official Public Records of Williamson County, Texas, being an angle point in the southerly boundary line of said 135.209 acre tract, and the most southwesterly corner of the herein described tract, from which a found iron pipe bears S 08°57'13" W a distance of 0.49 feet;

3. THENCE with the existing northerly right-of-way line of U.S. 79, same being the easterly boundary line of said 0.34 acre tract and the southerly boundary line of said 135.209 acre tract, N 15°00'11" W for a distance of 105.09 feet to a set 1/2" iron rod with TXDOT aluminum cap in the proposed northerly right-of-way line of U.S. 79, 124.21 feet left of proposed U.S. 79 baseline station 705+09.33, being the most northeasterly corner of said 0.34 acre tract and the most northwesterly corner of the herein described tract, from which a found ½" iron rod bears S 58°31'16" E a distance of 0.57 feet;

THENCE departing the easterly boundary line of said 0.34 acre tract, with the proposed northerly right-of-way line of U.S. 79, through the interior of said 135.209 acre tract, the following three (3) courses and distances:

- 4. N 77°19'11" E for a distance of 290.34 feet to a set Type II TXDOT monument, 124.21 feet left of proposed U.S. 79 baseline station 707+99.66 for an angle point hereof;
- 5. N 12°40'47" W for a distance of 25.00 feet to a set Type II TXDOT monument, 149.21 feet left of proposed U.S. 79 baseline station 707+99.66 for an angle point hereof;
- 6. N 77°19'11" E for a distance of 168.27 feet to the POINT OF BEGINNING and containing 1.216 acres (52,975 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truésdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

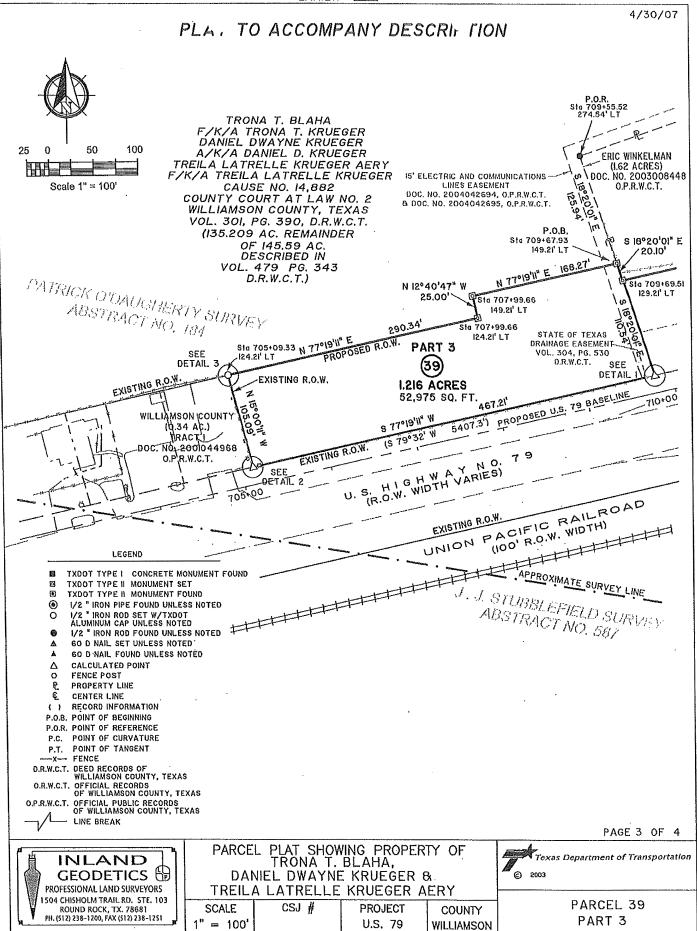
Inland Geodetics, LP

1504 Chisholm Trail Rd., Ste. 101

Round Rock, TX. 78681

79par39p3.doc

Date



PLA, TO ACCOMPANY DESCRIPTION

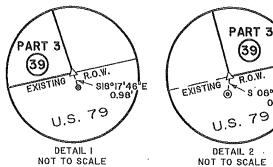
(39)

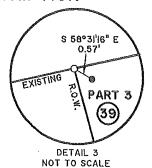
R.O.W.

79

`\$ 08°57'13'

0.49





NOTES:

- I) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE REPORT, G.F. NO. 801-06-1376, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, DATED JANUARY 18, 2007.
- 2) THE TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 238, PAGE 550 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 3) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 4) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 307, PAGE 65 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 5) THIS PARCEL IS SUBJECT TO A 15 FOOT WIDE, BLANKET TYPE, WATER PIPE LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 716 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 7.5 FEET ON EITHER SIDE OF THE PIPE AS INSTALLED.
- 6) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN NOTICE OF RESOLUTION CONCERNING THE EXTRA TERRITRORIAL JURISDICTION OF THE CITY OF HUTTO, RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 7) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,
- 8) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 9) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. NAD 83. USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.
- IO) IMPROVEMENTS SHOWN HEREON ARE BASED UPON AERIAL SURVEY DIGITAL FILES PROVIDED BY OTHERS AND SUPPLEMENTED BY ON THE GROUND SURVEYING PERFORMED BY INLAND GEODETICS, L.P.

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

AND SUPERVISION,

M. STEPHEN TRUÉSDALE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, L.P.

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 79681



Texas Department of Transportation © 2003

INLAND GEODETICS 🖫

PROFESSIONAL LAND SURVEYORS 504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF TRONA T. BLAHA, DANIEL DWAYNE KRUEGER & TREILA LATRELLE KRUEGER AERY

SCALE 1" = 100 CSJ #

PROJECT U.S. 79

COUNTY WILLIAMSON PARCEL 39 PART 3



SPECIAL WARRANTY DEED US 79 Right of Way

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed US Highway 79 improvements ("Project"); and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 0.412 acre tract of land, more or less, out of the J.J. Stubblefield Survey, Abstract No. 567, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 39, Part 1); and

All of that certain 0.051 acre tract of land, more or less, out of the J.J. Stubblefield Survey, Abstract No. 567, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 39, Part 2); and

All of that certain 1.216 acre tract of land, more or less, out of the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (Parcel 39, Part 3)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of US 79, but shall not be used or exported from the Property for any other purpose.

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

GRANTOR:

Trona T. Blaha, f/k/a Trona T. Krueger

This deed is being delivered in lieu of condemnation.

Daniel Dwayne Krueger, a/k/a	-
Daniel D. Krueger	
Treila Krueger Aery, f/k/a Treila Latrelle Krueger	-
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF	\{\} \{\} \{\}
This instrument was acknown 2011 by Trona T. Blaha, f/k/a consideration recited therein.	owledged before me on this the day of, Trona T. Krueger, in the capacity and for the purposes and
	Notary Public, State of Texas
STATE OF TEXAS	§ §
COUNTY OF	§
This instrument was acknown 2011 by Daniel Dwayne Krueger and consideration recited therein.	owledged before me on this the day of, , a/k/a Daniel D. Krueger, in the capacity and for the purposes

STATE OF TEXAS	§			
COUNTY OF	§ §			
This instrument was acknown 2011 by Treila Krueger Aery, f/k/a and consideration recited therein.				the purposes
	Notary Publi	ic, State of Texa	S	

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation Attn: Right of Way Administrator 7901 N. IH 35, Building A Austin, Texas 78761

AFTER RECORDING RETURN TO:

ESD #11 Public Hearing

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Grimes Kathy, Commissioner Pct. #2

Submitted For: Cynthia Long

Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 A.M. Hold Public Hearing regarding the submission of a petition requesting the creation of the Williamson County Emergency Services District #11.

Background

On May 17th the Commissioners Court set the date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 11.

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Started On: 06/08/2011 03:14

PM

Final Approval Date: 06/09/2011

Form Started By: Grimes Kathy

ESD 11 Acceptance of Petition Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Grimes Kathy, Commissioner Pct. #2

Submitted For: Cynthia Long

Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on establishment of Williamson County Emergency Services District No. 11, including but not limited to acceptance of petition, and calling for an election on November 8, 2011 regarding creation of said District and imposition of a maximum tax rate of ten cents per hundred dollar valuation.

Background

On May 17, 2011 the Commissioners Court set the date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 11.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Acceptance of Petition ESD 11

Form Routing/Status

Started On: 06/08/2011 03:31

Form Started By: Grimes Kathy

PM

Final Approval Date: 06/09/2011

NOTICE OF PUBLIC HEARING FOR CREATION OF WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

WHEREAS, on the 12th day of May, 2011, the Williamson County Judge has accepted a Petition to Create Williamson County Emergency Services District No. 11, and

WHEREAS, said Petition is in proper form as required by Section 775.013 of the Texas Health and Safety Code, and

WHEREAS, pursuant to Section 775.015 of the Texas Health and Safety Code, the Commissioners Court is required to set a date, time and place for a public hearing to consider the Petition.

NOW THEREFORE, the Williamson County Commissioners Court hereby notifies the public of the following:

- 1. That the creation of the Williamson County Emergency Services District No. 11 is proposed,
- 2. That the District is to be created and is to operate under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987.
- 3. That the name of the District shall be the Williamson County Emergency Services District No. 11.
- 4. That the boundaries of said District are as stated in the Petition.
- 5. That the public hearing shall be on the 21st day of June, 2011, at the Williamson County Commissioners Court at 10:00 a.m. at 710 Main Street, Georgetown, Texas 78626.
- 6. That each person who has an interest in the creation of the District may attend the hearing and present grounds for or against creation of the District.

	Dan Gattis, County Judge
Attested by:	
Nancy Rister, County Clerk	

ESD #12 Public Hearing

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Grimes Kathy, Commissioner Pct. #2

Submitted For: Cynthia Long

Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:05 A.M. Hold Public Hearing regarding the submission of a petition requesting the creation of the Williamson County Emergency Services District #12.

Background

On May 17th, the Commissioners Court set the date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 12.

		Fiscal impact		
From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Started On: 06/08/2011 03:37

PM

Final Approval Date: 06/09/2011

Form Started By: Grimes Kathy

ESD No. 12 Acceptance of Petition Commissioners Court - Regular Session

06/21/2011 Date:

Grimes Kathy, Commissioner Pct. #2 Submitted By:

Submitted For: Cynthia Long

Commissioner Pct. #2 **Department:** Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on establishment of Williamson County Emergency Services District No. 12, including but not limited to, acceptance of petition, and calling for an election on November 8, 2011 regarding creation of said District and imposition of a maximum tax rate of ten cents per hundred dollar valuation.

Background

On May 17th, the Commissioners Court set the date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 12.

Fiscal Impact

Г					
	From/To	Acct No.	Description	Amount	Sort Seq
- 1				-	

Attachments

Link: ESD 12 Acceptance of Petition

Form Routing/Status

Form Started By: Grimes Kathy

PM

Final Approval Date: 06/09/2011

Started On: 06/08/2011 03:41

NOTICE OF PUBLIC HEARING FOR CREATION OF WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

WHEREAS, on the 12th day of May, 2011, the Williamson County Judge has accepted a Petition to Create Williamson County Emergency Services District No. 12, and

WHEREAS, said Petition is in proper form as required by Section 775.013 of the Texas Health and Safety Code, and

WHEREAS, pursuant to Section 775.015 of the Texas Health and Safety Code, the Commissioners Court is required to set a date, time and place for a public hearing to consider the Petition.

NOW THEREFORE, the Williamson County Commissioners Court hereby notifies the public of the following:

- 1. That the creation of the Williamson County Emergency Services District No. 12 is proposed,
- 2. That the District is to be created and is to operate under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987.
- 3. That the name of the District shall be the Williamson County Emergency Services District No. 12.
- 4. That the boundaries of said District are as stated in the Petition.
- 5. That the public hearing shall be on the 21st day of June, 2011, at the Williamson County Commissioners Court at 10:05 a.m. at 710 Main Street, Georgetown, Texas 78626.
- 6. That each person who has an interest in the creation of the District may attend the hearing and present grounds for or against creation of the District.

	Dan Gattis, County Judge
Attested by:	
Nancy Rister, County Clerk	

Burn Ban

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Hal Hawes, County Judge

Submitted For: Hal Hawes

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on extending the Burn Ban for Williamson County.

Background

The current burn ban expires on June 26, 2011.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Sea
110111110	710011101		7	

Attachments

Link: Order Prohibiting Outdoor Burning

Form Routing/Status

Form Started By: Hal Hawes Started On: 06/13/2011 12:43

n Started By: Hai Hawes PM

Final Approval Date: 06/16/2011

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Williamson County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Williamson County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Williamson County as follows:

(A) Actions prohibited:

- (1) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (2) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(B) Enforcement:

- (1) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (3) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
- (4) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (C) This order does not apply to outdoor burning activities:
 - (1) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or
 - (c) planting or harvesting of agriculture crops.
 - that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
 - (3) that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (a) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (b) Surfaces around welding or hot works area are wetted down;
 - (c) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (d) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - (e) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (f) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (g) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

- (h) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate, and;
- (i) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire <u>days</u> from the date hereof,

which shall be the <u>day of</u> , <u>2011</u> , or prior to such expiration date if the
Williamson County Commissioners Court by order determines that the circumstances present in
the unincorporated areas of Williamson County no longer create a public safety hazard that
would be exacerbated by outdoor burning, whichever occurs earlier. The Williamson County
Commissioners Court may adopt an additional order that takes effect on the expiration of this
order if the Williamson County Commissioners Court finds at such time that circumstances then
present in all of the unincorporated area of Williamson County continue to create a public safety
hazard that would be exacerbated by outdoor burning.
•
ORDERED THISDAY OF, 2011.
WILLIAMSON COUNTY COMMISSIONERS COURT
By:

Dan A. Gattis, County Judge

Order Extending Disaster Declaration Commissioners Court - Regular Session

06/21/2011 Date:

Submitted By: Hal Hawes, County Judge

Submitted For: Hal Hawes County Judge **Department:**

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on an Order Extending the Declaration of a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks.

Background

The proposed order will extend the disaster declaration that was declared and issued by Judge Dan A. Gattis on June 14, 2011. If adopted by the Williamson County Commissioners Court, the disaster declaration originally issued by Judge Dan A. Gattis will be extended until 7:00 a.m. on July 5, 2011. This action is required by Section 418.108(b) of the Texas Government Code.

Fiscal Impact				
From/To Acct No. Description Amount Sort Seq				

Attachments

Link: Order to Extend Disaster Declaration

Form Routing/Status

Started On: 06/15/2011 07:01 Form Started By: Hal Hawes

Final Approval Date: 06/16/2011



WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY COURTHOUSE 710 MAIN STREET, SUITE 101 GEORGETOWN, TEXAS 78626 (512) 943-1550

DAN A. GATTIS COUNTY JUDGE LISA BIRKMAN
COMMISSIONER, PRECINCT 1

CYNTHIA LONG
COMMISSIONER, PRECINCT 2

VALERIE COVEY
COMMISSIONER, PRECINCT 3

RON MORRISON COMMISSIONER, PRECINCT 4

ORDER EXTENDING A DECLARATION OF A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS AND

RESTRICTING THE SALE OR USE OF FIREWORKS

WHEREAS, the County of Williamson, Texas, due to drought, dry vegetation, wind, and/or other weather related conditions, is experiencing the occurrence and imminent threat of widespread and severe damage, injury, and/or loss of life and property resulting from:

Wildfires, and in particular, wildfires caused by fireworks and the burning of combustibles outside of an enclosure that serves to fully contain all flames and sparks; and

WHEREAS, Section 418.004(1) of the *Texas Government Code* defines disaster to be the "occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency;" and

WHEREAS, after hearing evidence received through both testimony on June 7th, 2011 during a duly called session of the Williamson County Commissioners Court and by statements provided by Williamson County Emergency Management personnel, the Williamson County Fire Chief's Association, and several area Fire Chiefs for fire departments serving this County, the County Judge of Williamson County determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property; and

WHEREAS, after the County Judge of Williamson County made the above said determination, he issued an "Order Declaring a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks" on June 14, 2011 pursuant to the authority granted in the Texas Disaster Act of Chapter 418 of the Texas Government Code and Section 352.051 of the Texas Local Government Code, which said Order is attached hereto and incorporated herein as Attachment "1" (hereinafter referred to as the "Declaration and Order"); and

WHEREAS, on June 15, 2011, Texas Governor, Rick Perry, granted the Williamson County Judge's request for an extension of the restrictions that exceed the restrictions authorized to

counties in Section 352.051 of the *Texas Local Government Code*, which are contained in the Declaration and Order, thereby extending the restriction on the sale and use of fireworks in Williamson County through <u>7:00 a.m. on July 5, 2011</u>. A copy of Governor Rick Perry's letter granting such extension is attached hereto and incorporated herein as <u>Attachment "2"</u>; and

WHEREAS, the drought conditions documented in Exhibit "C" of the Declaration and Order remain as great or worse as of the date hereof; and

WHEREAS, the current Keetch-Byram Drought Index (KBDI) mean reading for Williamson County, Texas places Williamson County in the category of **EXCEPTIONAL DROUGHT CONDITIONS** and there has been no significant amount of precipitation in the unincorporated area of Williamson County in the past twenty-four (24) hours and current weather predictions do not predict any significant amount of precipitation for the next five (5) days; and

WHEREAS, Section 418.108(b) of the *Texas Government Code* sets for that the Declaration and Order issued by the County Judge of Williamson County shall continue for a period of seven (7) from the date issued unless such Declaration and Order be extended by the consent of the Williamson County Commissioners Court;

WHEREAS, due to the disaster conditions as cited herein, the Williamson County Commissioners Court must protect the health, safety and welfare of the County's citizens; and

NOW THEREFORE, pursuant to the authority granted in the Section 418.108(b) of the *Texas Government Code*, **BE IT DECLARED and ORDERED**, by the Williamson County Commissioners Court, that:

- 1. The Declaration and Order issued by the County Judge of Williamson County on June 14, 2011, which is attached hereto as **Attachment "1"**, is hereby extended, in its entirety, through **7:00 a.m. on July 5, 2011**;
- 2. The Williamson County Commissioners Court hereby acknowledges Texas Governor Rick Perry's granting of the request for an extension of the restriction on the sale and use of fireworks in Williamson County through 7:00 a.m. on July 5, 2011, which said grant of extension is more fully set forth in <u>Attachment "2"</u> herein below;
- 3. This Order Extending the Declaration of a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks shall control as to any conflicting order or orders relating to outdoor burning issued by the Williamson County Commissioners Court until this order expires pursuant to its terms;
- 4. Following the expiration of this order at <u>7:00 a.m. on July 5, 2011</u>, any other Order Prohibiting Outdoor Burning then in effect shall continue in effect until the time period set forth therein:

- 5. Pursuant to Section 418.108(c) of the *Texas Government Code*, this Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Williamson County;
- 6. In accordance with Sections 418.108(i) & 418.173 of the *Texas Government Code*, a person who knowingly or intentionally violates this Order commits a Class B misdemeanor, punishable by a fine that does not exceed \$1,000.00 and confinement in jail for a term not to exceed 180 days;
- 7. In accordance with Section 418.108(i) of the *Texas Government Code* and Section 352.051 of the *Texas Local Government Code*, an affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by this Order; and
- 8. In the event the drought conditions diminish between now and the end of the effective date and time of this Order Extending the Declaration of a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks, the Williamson County Commissioners Court shall reevaluate said order at that time.

This Order is adopted by the Williamson County Commissioners Court on this 21st day of June, 2011, effective immediately and continuing through 7:00 a.m. on July 5, 2011.

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

Attachment "1"



WILLIAMSON COUNTY, TEXAS

COUNTY JUDGE

WILLIAMSON COUNTY COURTHOUSE 710 MAIN STREET, SUITE 101 GEORGETOWN, TEXAS 78626 (512) 943-1550

LISA BIRKMAN

CYNTHIA LONG
COMMISSIONER, PRECINCT

VALERIE COVEY
COMMISSIONER, PRECINCT 3

RON MORRISON COMMISSIONER, PRECINCT 4

ORDER DECLARING A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS AND

RESTRICTING THE SALE OR USE OF FIREWORKS

WHEREAS, the County of Williamson, Texas, due to drought, dry vegetation, wind, and/or other weather related conditions, is experiencing the occurrence and imminent threat of widespread and severe damage, injury, and/or loss of life and property resulting from:

Wildfires, and in particular, wildfires caused by fireworks and the burning of combustibles outside of an enclosure that serves to fully contain all flames and sparks; and

WHEREAS, Section 418.004(1) of the *Texas Government Code* defines disaster to be the "occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency;" and

WHEREAS, the County Judge of Williamson County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property by evidence received through testimony on June 7th, 2011 during a duly called session of the Williamson County Commissioners Court and by statements provided by Williamson County Emergency Management personnel, the Williamson County Fire Chief's Association, and several area Fire Chiefs for fire departments serving this County, which are attached as <u>Exhibit</u> "A" hereto and incorporated herein by reference; and

WHEREAS, the Governor of the State of Texas, the Honorable Rick Perry, issued a Proclamation on June 11, 2011, certifying that Texas counties, including Williamson County and its surrounding counties of Bell, Travis, Milam, and Burnet, are threatened by extreme fire hazards due to dry frontal passages posing significant fire danger because of the large amount of cured grass across the state, said Proclamation being attached as **Exhibit "B"** hereto and incorporated herein by reference; and

WHEREAS, the Governor's Proclamation originally issued on December 21, 2010 issued in accordance with the authority vested by Section 418.014 of the *Texas Government Code* which was subsequently renewed by the Governor's Proclamation of May 13, 2011, April 15, 2011, March 18, 2011, February 17, 2011, January 19, 2011 and directs all necessary measures both public and private as authorized by Section 418.017 of the *Texas Government Code* be implemented to meet that threat; and

WHEREAS, the Governor's Proclamation of May 13, 2011 requires certain emergency measures be taken pursuant to Chapter 418 of the *Texas Government Code*, titled the "Texas Disaster Act of 1975," relating to Emergency Management; and

WHEREAS, Section 418.108 of the *Texas Government Code* authorizes the County Judge to include in his declaration of disaster prohibitions that exceed the restrictions authorized by Section 352.051 of the *Texas Local Government Code*; and

WHEREAS, the Texas Occupations Code Section 2154.202(g) authorizes retail fireworks permit holders to sell fireworks to the public **only** beginning June 24th and ending at midnight on July 4th; and

WHEREAS, Williamson County, Texas is in an extreme drought condition as documented by the Texas Forest Service Exhibit "C" attached hereto and incorporated herein, whose Keetch-Byram Drought Index (KBDI) records indicate (as of June 13, 2011), the current average KBDI reading for Williamson County is 696 and predicted to be higher within 14 days of today's date; and

WHEREAS, the current KBDI mean reading for Williamson County, Texas places Williamson County in the category of EXCEPTIONAL DROUGHT CONDITIONS; and

WHEREAS, there has been no significant amount of precipitation in the unincorporated area of Williamson County in the past twenty-four (24) hours and current weather predictions do not predict any significant amount of precipitation for the next five (5) days; and

WHEREAS, the Williamson County Commissioners Court issued an Order prohibiting outdoor burning ("Burn Ban") on May 24, 2011 and it remains in effect until June 26, 2011. Said Order is attached hereto as Exhibits "D". The Williamson County Commissioners Court will consider extending such Burn Ban at its June 21, 2011 Commissioners Court session so that specific types of outdoor burning will be prohibited in Williamson County following the Fourth of July Holiday; and

WHEREAS, due to the disaster conditions as cited herein the County Judge of Williamson County must protect the health, safety and welfare of the County's citizens; and

NOW THEREFORE, BE IT DECLARED and ORDERED pursuant to the authority granted in the Texas Disaster Act of Chapter 418 Texas Government Code and Section 352.051 of the Texas Local Government Code, as follows:

- I. That a local state of disaster is hereby declared for Williamson County pursuant to Section 418.108(a) of the Texas Government Code;
- 2. Pursuant to Section 418.108(b) of the *Texas Government Code*, this Declaration and Order shall continue for a period of seven (7) days from the date hereof unless extended by the consent of the Williamson County Commissioners Court;
- 3. Pursuant to Section 418.108(i) of the Texas Government Code, the prohibitions set forth herein that exceed the restrictions authorized by Section 352.051 of the Texas Local Government Code, namely restricting the sale or use of fireworks, shall continue for a period of not more than sixty (60) hours from the date and time of this Declaration and Order unless extended by the Governor for the State of Texas;
- 4. Pursuant to Section 418.108(d) of the Texas Government Code, this Declaration and Order activates the recovery and rehabilitation aspects of the Williamson County Emergency Management Plan and authorizes the furnishing of aid and assistance under this Declaration and Order. The preparedness and response aspects of the Williamson County Emergency Management Plan are hereby activated and shall take effect immediately upon this Declaration and Order;
- 5. Pursuant to Section 418.108(c) of the *Texas Government Code*, this Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Williamson County;
- 6. Except as otherwise stated herein, the sale and use of fireworks SHALL BE PROHIBITED in Williamson County, Texas;
- 7. This Declaration and Order SHALL NOT PROHIBIT Public Displays of fireworks if:
 - a. the Public Display of fireworks is conducted by a licensed pyrotechnics company or individual who is authorized and permitted to conduct a Public Display of fireworks in accordance with Chapter 2154 of the *Texas Occupations Code*;
 - b. the Public Display is approved and permitted by the local jurisdiction responsible for fire response and service to the location of the Public Display;
 - c. the Public Display is not conducted on a day that is designated as a red flag warning day by the National Weather Service.
- 8. Except as otherwise stated herein, the burning of any combustible material outside of an enclosure which serves to contain all flames and/or sparks or the engaging in activity

outdoors which could allow flames or sparks that could result in a fire SHALL BE PROHIBITED in Williamson County, Texas;

- 9. This Declaration and Order SHALL NOT PROHIBIT the following outdoor burning activities provided they are conducted on a day that is not designated as a red flag warning day by the National Weather Service:
 - a. use of an outdoor cooking apparatus that is fully contained in a fire enclosure which is designed to prevent any spread of fire, coals, embers and/or sparks;
 - b. burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or
 - (c) planting or harvesting of agriculture crops.
 - c. burning activities that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
 - d. burning activities that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - i. Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions:
 - ii. Surfaces around welding or hot works area are wetted down;
 - iii. Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - iv. Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - v. A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - vi. At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding,

- cutting or grinding operations or hot works operations are being performed;
- vii. No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
- viii. If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with the above requirements (v.), (vi.), and (vii.) in this list and is encouraged to comply with requirements (i.)-(iv.) inclusive, if feasible and appropriate, and;
- ix. If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with the above requirements (v.), (vi.), and (vii.) in this list and is encouraged to comply with requirements (i.)-(iv.) inclusive, if feasible and appropriate.
- 10. In accordance with Sections 418.108(i) & 418.173 of the *Texas Government Code*, a person who knowingly or intentionally violates this order commits a Class B misdemeanor, punishable by a fine that does not exceed \$1,000.00 and confinement in jail for a term not to exceed 180 days;
- 11. In accordance with Section 418.108(i) of the *Texas Government Code* and Section 352.051 of the *Texas Local Government Code*, an affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by this Order;
- 12. In the event the drought conditions diminish between now and the end of the effective date of this Declaration and Order, the County Judge shall reevaluate this Declaration and Order at that time.

This Declaration and Order is adopted this 14th day of June, 2011 at 2:60 pm., effective immediately.

Dan A. Gattis

Williamson County Judge

710 Main St., Suite 101

Georgetown, Texas 78628

Exhibit "A"

Williamson County Fire Chiefs Association

John Kiracofe, President • Doug Hogan, Vice-President • Bobby Shelton, Secretary • Brad Landi, Treasurer

June 9, 2011

The Honorable Judge Dan Gattis Williamson County Courthouse Georgetown, Texas 78626

Dear Judge Gattis,

Re: Banning the sale and use of fireworks.

In as much as Governor Rick Perry has declared a state of disaster due to the exceptional drought and adverse weather conditions in the State of Texas, the fire chiefs of the Williamson County fire departments at their June 8th meeting took a vote on banning the sale and use of fireworks. Of the eleven fire chiefs present, eight voted to ban the sale to and the use of fireworks by the general public but to allow public displays by a licensed pyrotechnics company authorized by the State of Texas to discharge fireworks. The authorized pyrotechnics company should not discharge or allow to be discharged any fireworks without proof of liability insurance, a valid permit for the location, as well as a permit issued by the local jurisdiction responsible for fire response in the area prior to the discharge. Three chiefs voted for a total ban on all fireworks. Two chiefs who were not able to attend the meeting did vote by email to ban the sale of fireworks but allow professional displays. Signed documents by the chiefs as well as email votes are attached to this letter.

The Williamson County Fire Chiefs Association respectfully requests a ban on the sale and use of all fireworks except for a licensed pyrotechnic company at a permitted public display. This extraordinary measure must be taken not only to protect property but also for the safety of the firefighters.

Sincerely,

John T. Kiracofe

President

Williamson County Fire Chiefs Association

9218 Anderson Mill Road, Austin, TX. 78729 512-258-1038 (Bus.) 512-258-1837 (Fax) Allow Alot Display

Williamson County Fire Chiefs Association Meeting Attendance

Date 6-8-7/

<u>Name</u>	<u>Department</u>	Rank
CHRIS CONNEALY	CEDAR PAYC	YES
Makert Shelton	Florince	yes
John track	JOLLYVILLE	YES
	Rund Rock	Yes
Dollar Comment	Sam Bass FD	Asst Chief
Aff Jahren	Jaurell	Chief
GOLF PC)	Georgetown	chie F
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Ban all Fire works including Public Displays

Williamson County Fire Chiefs Association Meeting Attendance

> Date 6-8-11 Fire works Bon

<u>Name</u>	<u>Department</u>	<u>R</u> :	ank
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John Kiracofe

Straw Poll for Fireworks Ban?

27 messages

Fri, Jun 3, 2011 at 8:21 AM

Dear John:

Would you please forward this e-mail to the Fire Chief's Association?

Dear Chiefs:

I am taking a straw poll for the possible banning of Fireworks for this 4th of July season.

Please feel free to e-mail me your thoughts at



Sincerely,

John Sueed, Sr. Director

Williamson County Emergency Services

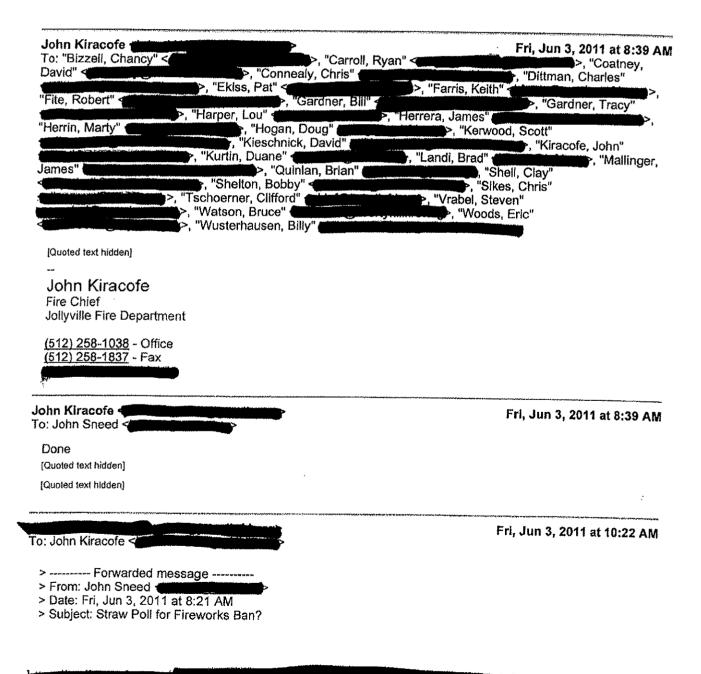
P.O. Box 873

Georgetown, TX 78627-0873

<u>512-943-1264</u>

Live Simply - Give More - Expect Less

NOTICE OF CONFIDENTIAILITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of the communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thank you for your cooperation.



```
> To: "John Kiracofe
    > Dear John:
    > Would you please forward this e-mail to the Fire Chief's Association?
   > Dear Chiefs:
   > I am taking a straw poll for the possible banning of Fireworks for
   > this 4thof July season.
  > Please feel free to e-mail me your thoughts at
  > Sincerely,
 > John Sneed, Sr. Director
 > Williamson County Emergency Services
 > P.O. Box 873
 > Georgetown, TX 78627-0873
 > <u>512-943-1264</u>
> *Live Simply - Give More - Expect Less*
> NOTICE OF CONFIDENTIAILITY: The information in this communication is
> confidential and intended only for the exclusive use of the addressee.
> copying, distribution, or other use of the communication by the addressee
> any other person or entity is prohibited. If you have received this
> communication by mistake, please notify the sender immediately and destroy
> all forms of this communication (electronic or paper). Thank you for your
> cooperation.
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> Jarrell is in fa	vor of a fire works ban.	
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S		
[Quoted text hidden]		
Chris Connealy To: John Kiracofe	>, "Coatney, David"	Fri, Jun 3, 2011 at 10:27 AM i, Chancy" , "Carroli, Ryan" , "Dittman, Charles"
"Fite, Robert"	>, "Ekiss, Pat"	, "Farris, Keith"
Tite, Nobell	, "Harper, Lou"	
"Herrin, Marty"	, "Hogan, Doug"	, "Herrera, James"
Tional, mary	, "Kleschnick, David	, "Kerwood, Scott"
	, "Landi, Brad"	James Mallinger , "Kurtin, Duane"
"Quinlan, Brian"	, "Shell, Clay"	, "Shelton, Bobby"
4	, "Sikes, Chris"	, "Tschoerner, Clifford"
	, "Vrabel, Steven"	, "Watson, Bruce"
	, "Woods, Eric"	, "Wusterhausen, Billy"
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T VOICE TO DAID THE	ALL MATCHOL FOR DEOTHRESIANDS CHANGE	where the local fire denortment deams it and

I vote to ban them except for professional shows where the local fire department deems it safe.

Thank you,

Chris Connealy

Fire Chief

Cedar Park Fire Department

715 Discovery, Suite 311

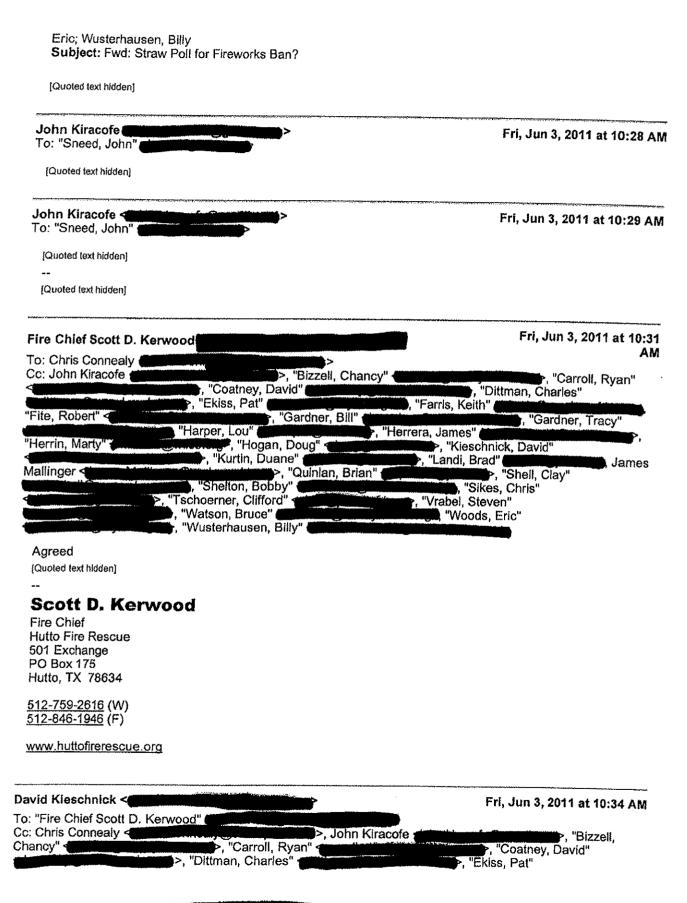
Cedar Park, TX 78613

P <u>512-401-5226</u> F <u>512-260-2464</u>

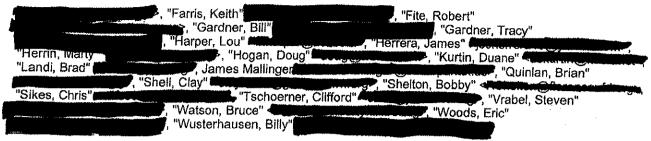
From: John Kiracofe [mailto

Sent: Friday, June 03, 2011 8:39 AM

To: Bizzell, Chancy; Carroll, Ryan; Coatney, David; Chris Connealy; Dittman, Charles; Ekiss, Pat; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kiracofe, John; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods,



https://



Agreed as well.

David W. Kieschnick
Fire Chief
Sam Bass Fire Department
16248 Great Oaks Drive
Round Rock, TX 78681
512-255-0100 (office)
[Quoted text hidden]

David Coatney Fri, Jun 3, 2011 at 10:36 AM To: Chris Connealy 🏲, John Kiracofe 🗮 "Bizzell ", "Carroll, Ryan" Chancy" Charles Dittman "Ekiss, Pat" 🛭 "Farris, Keith" 'Fite, Robert" "Gardner, Bill" "Gardner, Tracy 'Harper, Lou" "Herrera, James" "Herrin, Marty" "Hogan, Doug" "Kerwood, Scott" "Kleschnick, David" P, "Kurtin, Duane" "Landi, Brad" 1 James Mallinger 'Quinlan, Brian" , "Shell, Clav" "Shelton, Bobby" "Sikes, Chris" "Tschoerner, Clifford" <u>'"Vrab</u>el, Steven"**/** "Watson, Bruce" . "Woods, Eric" , Billy Wusterhausen

I agree with Chief Connealy

David Coatney

Fire Chief

City of Round Rock Fire Department

203 Commerce Boulevard

Round Rock, Texas 78664-2115

w. 512.218.6630

f. 512.218.5594

Email:

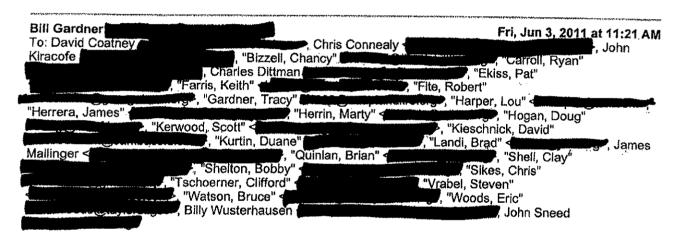
From: Chris Connealy

Sent: Friday, June 03, 2011 10:27 AM

To: John Kiracofe; Bizzell, Chancy; Carroll, Ryan; David Coatney; Charles Dittman; Ekiss, Pat; Farris, Kelth; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods, Eric; Billy

Subject: RE: Straw Poll for Fireworks Ban?

[Quoted text hidden]



I support to ban the sale, possession, and discharge of fireworks this year. I would really like to make sure we ban all fireworks not just fins or sticks, except the ones regulated in the individual municipalities that have to make their own decision for location and safety.

The ban will be discussed at the Commissioners Court this coming Tuesday at @ 9:30 am. I am scheduled to do a short presentation on June 7, and would appreciate as many fire chiefs that could attend to be present for this event so we could demonstrate a unified message on the need for this ban.

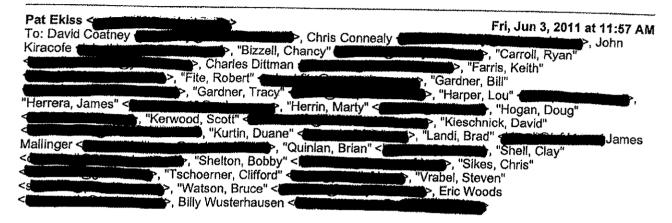
Thanks

https://

6/9/2011

Bill Gardner Fire Chief/Emergency Mgmt Coord. Leander Fire Department Office- (512) 528-1664 "Saving Lives and Property with Commitment and Excellence" From: David Coatney [mailto: Sent: Friday, June 03, 2011 10:36 AM To: Chris Connealy; John Kiracofe; Bizzell, Chancy; Carroll, Ryan; Charles Dittman; Ekiss, Pat; Farris, Keith; Fite, Robert; Bill Gardner; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods, Eric; Billy Wusterhausen [Quoted text hidden] [Quoted text hidden] John Kiracofe ◀ Fri, Jun 3, 2011 at 11:29 AM To: "Sneed, John" [Quoted text hidden] John Kiracofe < Fri, Jun 3, 2011 at 11:30 AM To: "Sneed, John" ----- Forwarded message -----From: Bill Gardner < Date: Fri, Jun 3, 2011 at 11:21 AM Subject: RE: Straw Poll for Fireworks Ban? [Quoted text hidden] [Quoted text hidden] John Kiracofe ◀ Fri, Jun 3, 2011 at 11:31 AM To: "Sneed, John" [Quoted text hidden] John Kiracofe < Fri, Jun 3, 2011 at 11:31 AM To: "Sneed, John" ----- Forwarded message -----

From: David Coatney < Date: Fri, Jun 3, 2011 at 10:36 AM Subject: RE: Straw Poll for Fireworks Ban? [Quoted text hidden]



I vote to ban ALL fireworks displays, professional or otherwise. Yes, I realize that won't be a popular vote but I think with the current unprecedented conditions difficult, sometimes unpopular decisions must be made.

L. Pat Ekiss

Fire Chief/EMC

City of Taylor Fire Department

400 Porter St.

Taylor, Texas 76574

512-352-6992 Office 512-352-6993 Fax



From: David Coatney [mailto:

Sent: Friday, June 03, 2011 10:36 AM

To: Chris Connealy; John Kiracofe; Bizzell, Chancy; Carroll, Ryan; Charles Dittman; Pat Ekiss; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kleschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Eric Woods; Billy

Wusterhausen [Quoted text hidden]

[Quoted text hidden]

Pat Ekiss < To: John Kiracofe

Fri, Jun 3, 2011 at 12:11 PM

John - - - disregard my earlier email. I'm on the list. I must have had a BRAIN BUBBLE and missed seeing this one!

Sorry,

L. Pat Ekiss

Fire Chief/EMC

City of Taylor Fire Department

400 Porter St.

Taylor, Texas 76574

512-352-6992 Office 512-352-6993 Fax



From: John Kiracofe [mailto:

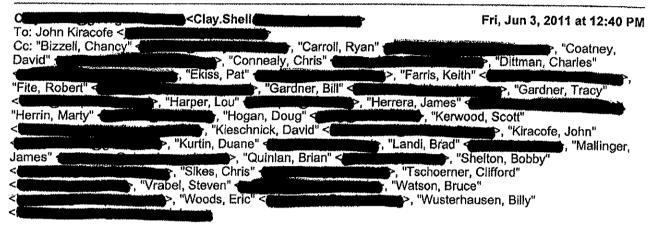
Sent: Friday, June 03, 2011 8:39 AM

To: Bizzell, Chancy; Carroll, Ryan; Coatney, David; Connealy, Chris; Dittman, Charles; Pat Ekiss; Farris. Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott: Kieschnick, David; Kiracofe, John; Kurtin, Duane; Landi, Brad; Mallinger, James; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Eric

Woods; Wusterhausen, Billy

Subject: Fwd: Straw Poll for Fireworks Ban?

(Quoted text hidden)



From Chief Fite & Shell,

We vote to ban fireworks, except for professional shows where the local fire department deems it safe.

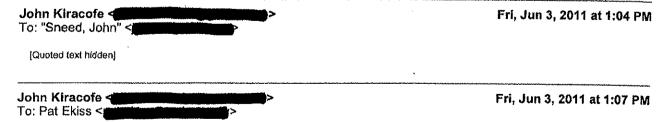
Georgetown has a unique area for professional fireworks.

Thanks.

Clay

"Be who you are and say what feel... because those that matter... don't mind... and those that mind... don't matter"

[Quoted text hidden]

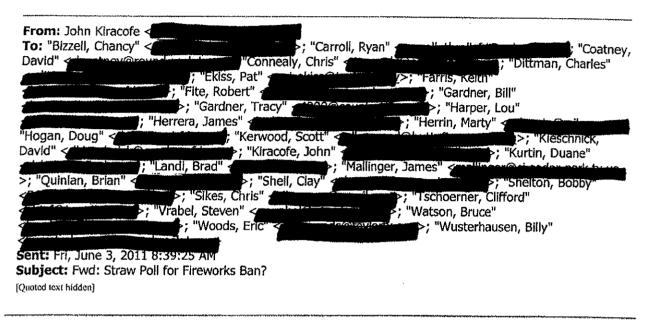


Hey, I can relate. I did go check the WILCO Chiefs group just to make sure you were included and you were. [Quoted text hidden]

DUANE KURTIN < To: John Kiracofe

Fri, Jun 3, 2011 at 3:07 PM

Ban them.



Pat Ekiss To: John Kiracole

Fri, Jun 3, 2011 at 4:01 PM

Thank you John. Have a great weekend!

L. Pat Ekiss

Fire Chief/EMC

City of Taylor Fire Department

400 Porter St.

Taylor, Texas 76574

512-352-6992 Office 512-352-6993 Fax



From: John Kiracofe [mailto:

Sent: Friday, June 03, 2011 1:07 PM

To: Pat Ekiss

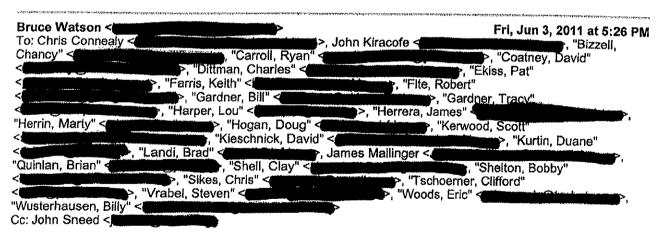
Subject: Re: Straw Poll for Fireworks Ban?

[Quoted text hidden]

John Kiracofe < To: "Sneed, John" <

Fri, Jun 3, 2011 at 4:43 PM

[Quoted text hidden]



I have spoken with several colleagues in other countles to get their approach on this subject. Comel county has banned all fireworks, City of Austin (as of today) will not permit any fireworks, Travis county commissioners court meets Tuesday 6/7 to discuss the issue. Several ESD's in Travis county will not permit the shows, the opening of the stands will not be known until Tuesday. With the KDBI Avg for the county at 657 and some areas of the county over 700, I vote we ban all fireworks in the county. We should define professional, a person who possesses an operators (1.3g) or a special effects (1.3g or 1.4g) license with the Texas Department of Insurance.

Bruce A. Watson, Fire Chief

Williamson Co. E.S.D. No. 4 / Liberty Hill

301 Loop 332, Liberty Hill, Texas 78642

Office (512)-515-5165

Fax (512)-778-6418

and we have been a second to the white the second will be a second to the second to the second to the second to

From: Chris Connealy

Sent: Friday, June 03, 2011 10:27 AW

To: John Kiracofe; Bizzell, Chancy; Carroll, Ryan; Coatney, David; Dittman, Charles; Ekiss, Pat; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay;

Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods, Eric;

Wusterhausen, Billy

Subject: RE: Straw Poll for Fireworks Ban?

[Quoted text hidden]

John Kiracofe To: "Sneed, John Fri, Jun 3, 2011 at 9:26 PM

,

----- Forwarded message -----From: Bruce Watson

Date: Fri, Jun 3, 2011 at 5:26 PM

Subject: RE: Straw Poll for Fireworks Ban?

[Quoted text hidden]
[Quoted text hidden]

Bobby Shelton Mon, Jun 6, 2011 at 7:51 AM To: John Kiracofe , "Bizzell, Chancy" 🗬 "Carroll, Ryan" , "Coatney, David" "Connealy, Chris" , "Dittman, Charles" "Ekiss, Pat" , "Fite, Robert" "Farris, Keith" , "Gardner, Bill" , "Gardner, Tracy" "Herrera, James" "Harper, Lou" Herrin, Marty" s , "Hogan, Doug" , "Kerwood, Scott" 'Kieschnick, David , "Kurtin, Duane" "Landi, Brad' "Mallinger, James" "Shell, Clay" "Sikes, Chris" 'Quinlan, Brian'' < "Tschoerner, Clifford" "Vrabel, Steven" "Watson, Bruce" < "Woods, Eric" "Wusterhausen, Billy

I agree on a ban for consumer fireworks. Professional Licensed and permitted displays should be allowed. **Bobby Shelton** Florence VFD

Original Message -----

From: John Kiracofe

To: Bizzell, Chancy; Carroll, Ryan; Coatney, David; Connealy, Chris; Dittman, Charles; Ekiss, Pat; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kiracofe, John; Kurtin, Duane; Landi, Brad; Mallinger, James; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven;

Watson, Bruce; Woods, Eric; Wusterhausen, Billy

Sent: Friday, June 03, 2011 8:39 AM

Subject: Fwd: Straw Poll for Fireworks Ban?

[Quoted text hidden]

John Kiracofe ◀ To: "Sneed, John"

Mon, Jun 6, 2011 at 7:54 AM

[Quoted text hidden]



John Kiracofe

Fireworks ban updates

3 messages

Bill Gardner
To: John Sneed

Tue, Jun 7, 2011 at 9:38 PM

Updates on fireworks ban

Counties that have banned the selling and use of fireworks:

Midland County

Andrews County

Brewster County

Ward County

Tom Green County

Potter County

Randal Carson County

Guadalupe County

Counties that will discuss the ban of selling and using fireworks June 13th:

Pecos County

Crane County

Reeves County

Martin County

Gaines County

Winkler County

Glasscock County

Upton County

Reagan County

Loving County

Travis County (June 14)

Bill Gardner

Fire Chief

Leander Fire Department

Office: (512) 528-1664

"Saving Lives and Property with Commitment and Excellence"

John Kiracofe To: Bill Gardner

Wed, Jun 8, 2011 at 7:02 AM

So, what Fite said about Hayes Co. banning sale and use is in error? Thanks for the update. [Quoted text hidden]

John Kiracofe

Fire Chief

Jollyville Fire Department

(512) 258-1038 - Office (512) 258-1837 - Fax

Bill Gardner To: John Kiracofe

Wed, Jun 8, 2011 at 8:07 AM

Yes and no, Hayes Co had a ban that expired the last couple of days. They are planning to renew it but do not have it on the agenda this week.

Bill Gardner Sent from my iPhone [Quoted text hidden]

Exhibit "B"



STATE OF TEXAS OFFICE OF THE GOVERNOR

RICK PERRY

June 11, 2011

FILED IN THE OFFICE OF THE SECRETARY OF STATE

The Honorable Esperanza "Hope" Andrade Secretary of State State Capitol Room 1E.8 Austin, Texas 78701

Dear Madame Secretary:

Pursuant to his powers as Chief Executive Officer of the State of Texas, Governor Rick Perry has issued the following proclamation:

A proclamation certifying that certain counties in Texas are currently threatened by an extreme fire hazard due to a continuing disaster in several counties in Texas.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted.

Gregory S. Davidson Executive Clerk to the Governor

GSD/gsd

Attachment

P. O. Bex 12131 . Capitol Station . Austin, Texas 78711

PROCLAMATION

BY THE

Covernor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, RICK PERRY, Governor of the State of Texas, issued an Emergency Disaster Proclamation on December 21, 2010, as extreme fire hazard posed a threat of imminent disaster in specified counties in Texas.

WHEREAS, the extreme fire hazard continues to create a threat of disaster for the people in the State of Texas.

WHEREAS, the state of disaster includes the counties of Anderson, Andrews, Angelina, Aransas, Archer, Armstrong, Atascosa, Austin, Bailey, Bandera, Bastrop, Baylor, Bee. Bell, Bexar, Blanco, Borden, Bosque, Bowie, Brazoria, Brazos, Brewster, Briscoe, Brooks, Brown, Burleson, Burnet, Caldwell, Calhoun, Callahan, Cameron, Camp, Carson, Cass, Castro, Chambers, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collingsworth, Colorado, Collin, Comal, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Culberson, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, DeWitt, Dickens, Dimmit, Donley, Duval, Eastland, Ector, Edwards, Ellis, El Paso, Erath, Falls, Fannin, Fayette, Fisher, Floyd, Foard, Fort Bend, Franklin, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Glasscock, Goliad, Gonzales, Gray, Grayson, Gregg, Grimes, Guadalupe, Hale, Hall, Hamilton, Hansford, Hardeman, Hardin, Harriso, Harrison, Hartley, Haskell, Hays, Hemphill, Henderson, Hidalgo, Hill. Hockley, Hood, Hopkins, Houston, Howard, Hudspeth, Hunt, Hutchison, Irion, Jack. Jackson, Jasper, Jeff Davis, Jefferson, Jim Hogg, Jim Wells, Johnson, Jones, Karnes, Kaufman, Kendall, Kenedy, Kent, Kerr, Kimble, King, Kinney, Kleberg, Knox, La Salle, Lamar, Lamb, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Lipscomb, Live-Oak, Llano, Loving, Lubbock, Lynn, Madison, Marion, Martin, Mason, Matagorda, Maverick, McCulloch, McLennan, McMullen, Medina, Menard, Midland, Milam, Mills, Mitchell, Montague, Montgomery, Moore, Morris, Motley, Nacogdoches, Navarro, Newton, Nolan, Nueces, Ochiltree, Oldham, Orange, Palo Pinto, Panola, Parker, Parmer, Pecos, Polk, Potter, Presidio, Rains, Randall, Reagan, Real, Red River, Reeves, Refugio, Roberts, Robertson, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Jacinto, San Patrício, San Saba, Schleicher, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Starr, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant, Taylor, Terrell, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Tyler, Upshur, Upton, Uvalde, Val Verde, Van Zandt, Victoria, Walker, Waller, Ward, Washington, Webb, Wharton, Wheeler, Wichita, Wilbarger, Willacy, Williamson, Wilson, Winkler, Wise, Wood, Yoakum, Young, Zapata and Zavala.

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation and direct that all necessary measures, both public and private as authorized under Section 418.017 of the code, be implemented to meet that disaster.

As provided in Section 418.016 of the code, all rules and regulations that may inhibit or prevent prompt response to this threat are suspended for the duration of the state of disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed

with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my Office in the City of Austin, Texas, this the 11th day of June 2011.

RICK PERRY Governor

Attested by:

ESPETANZA "HOPE" ANDRADE Secretary of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
12-30-1-0 O'CLOCK

JUN 11 2011

Exhibit "C"



June 13, 2011

Dan Gattis Williamson County Judge 710 South Main St. Georgetown, TX 78626

Re: Williamson County Extreme Drought Conditions

To The Honorable Judge Gattis:

Extreme drought conditions exist across Williamson County with a Keetch-Byrum Drought Index (KBDI) average of 696, with a high of 740 and a low of 602. These conditions exist in our county and adjacent counties due to the current La Nina weather pattern that has caused a dramatic decrease in rainfall and dangerous fire weather conditions. These conditions have plagued the State with devastating wildland fires and have stretched resources to their limits.

Based upon the current and forecasted drought conditions, I hereby request that a local State of Emergency be declared due to the extreme fire danger that threatens the life, safety, and property of the citizens and environment of Williamson County. I further request that the sale and use of all non-professional fireworks be banned for a period not to exceed sixty (60) hours, and appeal to the Governor to extend this order.

Pursuant to Section 418.108(d) of the Texas Government Code, the Declaration of a local state of disaster will immediately activate the Williamson County Emergency Management Plan and all applicable annexes upon signature of the declaration.

Sincerely,

Jarred Thomas

Emergency Management Coordinator

Williamson County

See Attachments (2)

U.S. Drought Monitor

June 7, 2011

Texas

Drought Conditions (Percent Area)

	None	70-70	7	\$ 8 22	D3-D4	, D4
Current	1.97	98.03	96.53	94.05	85.41	57.83
Last Week (05/31/2011 map)	2.25	97.75	96.07	91.89	81.09	50.65
3 Months Ago (03/08/2011 map)	8.31	91.69	66.77	53.64	14.16	0.00
Start of Calendar Year (12/28/2010 map)	7.89	92.11	69.43	37.46	9.59	0.00
Start of Water Year (09/28/2010 map)	75.57	24.43	2.43	0.99	0.00	0.00
One Year Ago (06/01/2010 map)	72.71	27.29	9.54	00.00	00:00	00.00



Intensity:

D0 Abnormally Dry

D1 Drought - Moderate

D2 Drought - Severe

D3 Drought - Extreme
D4 Drought - Exceptional

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary

for forecast statements.

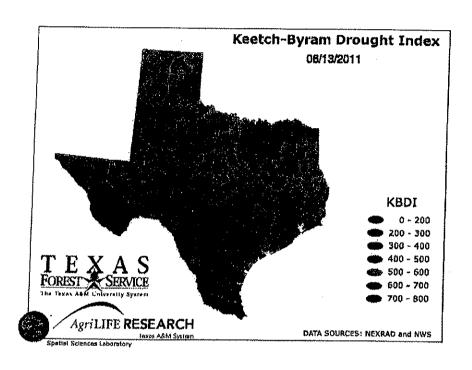
http://drought.unl.edu/dm







Released Thursday, June 9, 2011
Matthew Rosencrans, NOAA/NWS/NCEP/CPC



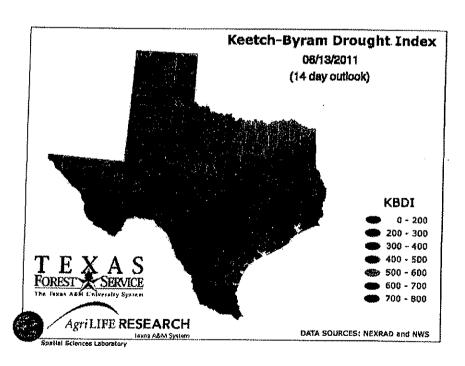


Exhibit "D"

\$ \$ \$

STATE OF TEXAS

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Williamson County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Williamson County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Williamson County as follows:

(A) Actions prohibited:

- (1) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (2) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(B) Enforcement:

- (1) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (3) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
- (4) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (C) This order does not apply to outdoor burning activities:
 - (1) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or

(c) planting or harvesting of agriculture crops.

- that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (3) that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (a) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (b) Surfaces around welding or hot works area are wetted down;
 - (c) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (d) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - (e) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (f) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (g) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

- (h) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate, and;
- (i) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire 30 days from the date hereof, which shall be the 26th day of June, 2011, or prior to such expiration date if the Williamson County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Williamson County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier. The Williamson County Commissioners Court may adopt an additional order that takes effect on the expiration of this order if the Williamson County Commissioners Court finds at such time that circumstances then present in all of the unincorporated area of Williamson County continue to create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS 24 th DAY OF MAY, 2011.

WILLIAMSON COUNTY COMMISSIONERS COURT

By: Dan A. Gattis, County Judge

Attachment "2"



OFFICE OF THE GOVERNOR

RICK PERRY GOVERNOR

June 15, 2011

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

Dear Judge Gattis:

We have received your Order Declaring a Local State of Disaster for Williamson County, Texas, and Restricting the Sale or Use of Fireworks, and your request for an extension of the restrictions that exceed the restrictions authorized to counties in Section 352.051 of the Local Government Code. The Texas Division of Emergency Management (TDEM) has reviewed the request for an extension and recommends that it be granted.

Pursuant to the authority granted in Section 418.108(i) of the Government Code and based upon TDEM's recommendation, the request for an extension is granted as follows:

Those restrictions that exceed the restrictions authorized to counties in Section 352.051 of the Local Government Code, which are contained in the Order Declaring a Local State of Disaster for Williamson County, Texas, and Restricting the Sale or Use of Fireworks, issued by Dan A. Gattis, County Judge of Williamson County, on June 14, 2011, are extended through 7 a.m. on July 5, 2011.

Sincerely,

Rick Perry Governor

RP:dzp

FY11 CDBG Action Plan

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the FY 2011 CDBG Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) funding allocation of \$992,796 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. The County will also reallocate unused funds from completed projects in the amount of \$10,236.44. On May 10, 2011 Williamson County Commissioner's Court approved the initial proposed allocation of these funds. Upon approval, the complete document will be available for a 30 day public comment period.

	Fiscal Impact		
Acct No.	Description	Amount	Sort Seq

Attachments

Link: FY11 Action Plan 1 of 2 Link: FY11 Action Plan 2 of 2

From/To

Form Routing/Status

Form Started By: Sally Bardwell Started On: 06/16/2011 08:36

AM

Final Approval Date: 06/16/2011



Third Program Year Action Plan

The CPMP Annual Action Plan includes the <u>SF 424</u> and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 2 Action Plan Executive Summary:

The Williamson County Community Development Block Grant (CDBG) program currently has nine participating cities. The cities include Cedar Park, Georgetown, Granger, Jarrell, Leander, Liberty Hill, Taylor, Thrall and Weir. A five year Consolidated Plan was developed in 2009 in an effort to address needs of low to moderate income persons living within Williamson County.

The County has been awarded CDBG funds in the amount of \$992,796 for Fiscal Year 2011. The County will also reallocate \$10,236.44, from projects that are now complete. In accordance to the priorities identified and outlined in the County's Consolidated Plan, four infrastructure projects and one social service project were identified for FY11 allocations. The projects will serve low to moderate income areas and households throughout the County. The Action Plan covers the period of October 1, 2011 through September 30, 2012. The projects meet national goals and supports ongoing efforts in the community to address the growing population.

The Grants Coordinator will prepare and submit all required documents that are needed to support the CDBG program. The Coordinator will develop partnerships with community organizations to develop an efficient plan to address the needs of the low and moderate income persons.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

- 2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.
- 3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.
- 4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Program Year 2 Action Plan General Questions response:

1. Description of the Geographic Area

Williamson County will invest its 2011 CDBG funds in areas defined as low and moderate income (LMI) where at least 47% of the persons (for whom LMI status is determined) reside.

In 2011, the county will invest its CDBG funding in:

City of Georgetown

Infrastructure/Sidewalk Project

CDBG Amount: \$69,180

National Objective: Benefits Low-mod income persons on an area basis Sustainability for the purpose of creating suitable living environments

Census Data:

214.02 Block Group 1 214.02 Block Group 2 Low-Mod Percent is 65% Minority Percent is 51.54%

Project Description:

The construction of 620 square yards of sidewalk eastward along 8th Street to West Street on the north side of the street. Project includes 250 square yards of driveway approaches and eight handicapped ramps.

City of Granger

Infrastructure/Waterline Repair

CDBG Amount: \$200,000

National Objective: Benefits low-mod households on an area basis Availability/Accessibility for the purpose of creating suitable living

environments Census Data:

213.00

Low-Mod Percent is 60.5% Minority Percent is 39.51%

Project Description:

The replacement of inadequate waterlines along S. Gabriel between E. Wolf and CR347 with approximately 650 linear feet of 6-inch PVC waterline, including associated valves, fittings and fire hydrants. Also including approximately 1100 linear feet of 6-inch PVC waterline, including approximately 80 linear feet of steel encasement by roadway bore, associated valves, fittings and fire hydrants along S. Guadalupe between FM 971 and W. Davilla.

City of Jarrell

Infrastructure/City Water CDBG Amount: \$287,450

National Objective: Benefits low-mod households on an area basis Availability/Accessibility for the purpose of creating suitable living

environments Census Data:

216.00

Low-Mod Percent is 47.7% Minority Percent is 25.30%

Project Description:

Construction of waterline that will run from the elevated storage tank located on FM 487 west of I-35 to the downtown area along I-35, along 5th Street past the Jarrell ISD campus to Avenue A, Avenue H, Avenue F and 1st Street. Total project will consist of approximately 8537 linear feet of 12-inch PVC pipe and will include 20 first time fire hydrants. The project is proposed to be completed in two phases. FY11 award will pay for construction of Phase 1.

City of Taylor

Infrastructure/Waterline Construction

CDBG Amount: \$275,000

National Objective: Benefits low-mod households on an area basis Availability/Accessibility for the purpose of creating suitable living

environments Census Data: 210.00 Block Group 2 Low-Mod Percent is 86.3% Minority Percent is 81.34%

Project Description:

Installation of approximately 600 linear feet of 12-inch waterline, 180 linear feet of 20-inch steel casing bores, six fire hydrants, water services, valves, fittings, transportation controls, erosion controls, street repair and trench protection. Waterline construction will occur from Scott Street on the north side of the railroad tracks along Royal Street to E. Walnut Street south of the railroad tracks and along E. Walnut Street from S. Robinson to just west of Barker Street.

Mobile Outreach Team

Social Service/Mental Health Assistance

CDBG Amount: \$67,000

National Objective: Benefits low-mod income persons/limited clientele Availability/Accessibility for the purpose of creating suitable living

environments

Assistance to income qualified persons County wide

The project serves County wide.

Project Description:

Funding to be used to pay for mental health services rendered to income eligible residents in various cities in Williamson County.

Program Administration CDBG Amount: \$104,402

Williamson County program administration of the Community Development Block Grant Program.

Approximately 90% of the County's FY 2011 entitlement grant of \$992,796 will be invested in LMI areas, or invested to directly benefit LMI persons or households. The remaining 10% will be dedicated to financing general program administration.

2. Basis for Allocating Investments

The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG Program
- Meeting the needs of low and moderate income residents
- Focusing on low and moderate income areas or neighborhoods
- · Coordination and leveraging of resources
- Response to expressed needs and priorities identified by the County
- Sustainability and/or long-term impact
- The ability to demonstrate measurable progress and success

3. Obstacles to Meeting Underserved Needs

The primary obstacle to meeting underserved needs is the limited resources available to address all of the identified priorities across Williamson County. As a result, the County strongly encourages CDBG applicants to seek other sources of funds from public and private entities.

4. Funds Expected to be Available

In fiscal year 2011, the County will receive a CDBG entitlement grant in the amount of \$992,796. The County will also reallocate \$10,236.44 remaining from previously funded projects that have been completed.

Also available for investment in Williamson County will be the funds received by the public housing authorities.

Managing the Process

- 1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
- 2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Program Year 2 Action Plan Managing the Process response:

1. Lead Agency

The lead agency for the Annual Plan is the CDBG Office in Williamson County. The major public agencies responsible for administering programs covered by this Annual Plan include the cities of Georgetown, Jarrell, Granger, and Taylor. Other public agencies include Georgetown Housing Authority, Granger Housing Authority, Taylor Housing Authority, Round Rock Housing Authority, and Williamson County Mobile Outreach Team (MOT).

2. Significant Aspects of the Process

Participating cities and the Williamson County Commissioners were notified of the amount of CDBG funds available in an effort to generate funding requests. This information was also posted on the Williamson County CDBG website. Submitted proposals were reviewed and projects were proposed to Commissioners' Court based on priorities outlined in the Consolidated Plan, budget details, timelines and specific needs of the project. Two public hearings were held during this process in an effort to gather input from citizens and organizations (February 22, 2011 and June 1, 2011).

3. Actions to Enhance Coordination

Williamson County places emphasis on coordinated action within and between county departments, local units of government in the county, local and regional public agencies and local nonprofit organizations. These initiatives will continue in FY 2011.

Citizen Participation

- 1. Provide a summary of the citizen participation process.
- 2. Provide a summary of citizen comments or views on the plan.
- 3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
- 4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

Program Year 2 Action Plan Citizen Participation response:

1. Summary of Citizen Participation Process

^{*}Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed.

Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. A public hearing was held on February 22, 2011 to gather input regarding the CDBG program and potential projects.

The first draft project proposal was approved by the Williamson County Commissioners' Court on May 10, 2011. It was then made available for public comment at the libraries and city halls of the cities in which projects were proposed to take place. A second public hearing was held on June 1, 2011. An announcement of the approval of the first draft proposal and the notice of a 30-day comment period were published in local newspapers and on the County website.

Approval of the final CDBG Action Plan and notice of the public comment period were announced in local newspapers. The Action Plan was made available for 30 days for public comment.

2. Summary of Citizen Comments

To date, no comments have been received.

3. Summary of Efforts to Broaden Public Participation

Two public hearings were conducted in order to gather input from citizens. They were held on February 22, 2011 and June 1, 2011. The draft funding proposal and final Action Plan were also made available for public comment.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

Program Year 2 Action Plan Institutional Structure response:

1. Institutional Structure

The Williamson County CDBG Office is the lead agency in implementing the Consolidated Plan and Annual Plan. The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. These efforts will continue in 2011.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Program Year 2 Action Plan Monitoring response:

1. Monitoring of Activities

The CDBG Office will be responsible for all performance measurement activities. The office will incorporate objective standards and methods into the process of awarding funds, allocating resources to programs and agencies, and obtaining progress and completion reports from those programs and agencies. The monitoring requirements and procedures will build upon existing monitoring systems and experience in administering federal and state programs and funds.

The office's standards and procedures for monitoring are designed to ensure that:

- 1) The objectives of the National Affordable Housing Act are met
- 2) The program activities are progressing in compliance with the specifications and schedule for each program
- 3) The recipients are in compliance with other applicable laws, regulations, and the requirements to affirmatively further fair housing and minimize displacement of low income households

The CDBG Office reviews all proposed activities for eligibility under statutory and regulatory requirements, and for meeting identified needs in this plan. Activities will be monitored through the use of checklists and forms to facilitate uniform monitoring of program activities. The office has identified performance measures in advance of allocating funds. Each description of projects and activities contains the specific measures by which the project will be evaluated.

Subrecipient agreements established during the initial contracting period provide the following oversight controls: a clear scope of services, a project schedule, a project budget, an objective and outcome statement, project indicators, an outline of compensation and method of payment, terms and conditions, performance and reporting, an outline of other reports, audits and inspections, and financial and administrative requirements.

Fiscal monitoring will include review and approval of budgets, compliance with executed grant agreements, review and approval of vouchers, review of fiscal reports on a monthly basis, and a review of municipal and nonprofit audits on an annual basis.

Monitoring will occur through on-site monitoring visits. These visits will occur as necessary, but will be conducted at least once a year. There are monitoring responsibilities that go beyond the time of completion of various activities. For community development, public facilities and housing projects, site visits will be conducted at least every other year to assure benefit to low-income residents.

The Grants Coordinator will conduct desk monitoring on all projects that includes, but is not limited to, the review and/or approval of monthly progress reports, Davis Bacon and labor information and reports, all invoicing for projects prior to payment, and all household income documentation required for direct services.

All subrecipients must identify the personnel working on the project, keep accurate records and filing systems to document program benefits and compliance, maintain an appropriate financial management system, submit to an audit, and submit a final report as a closeout procedure.

Annually, in the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), the County will review whether the specific objectives outlined in this strategic plan are being met. Further, this review will be an opportunity to assess if the strategic plan goals continue to address community priorities and if adequate resources are available to meet the objectives. Community input will be sought in this analysis.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Program Year 2 Action Plan Lead-based Paint response:

1. Actions to Evaluate and Reduce Lead-Based Paint Hazards

To the greatest extent practicable, Williamson County will work with the Williamson County and Cities Health District to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County will also disseminate information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

- 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
- 2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 2 Action Plan Specific Objectives response:

1. Specific Priorities and Objectives

Williamson County expects to focus its CDBG entitlement funds toward improving the quality of life in local municipalities for extremely low, very low and low income households, and to retain and increase the stock of affordable owner and renter housing units. With this in mind, the following housing priorities and objectives have been established:

Development/provision of affordable housing: Utilize local Housing Authorities and nonprofit organizations to provide financial and technical assistance in developing housing for extremely low, very low and low income renters and homebuyers.

- Objective: Continuation of the Section 8 Housing Choice Voucher Program at participating public housing authorities.
- > **Objective:** Continuation of the provision of public housing by participating public housing authorities to income-eligible households.

2. Resources Expected to be Available

Williamson County will continue to work with the Housing Authorities and other nonprofits to facilitate the development of affordable housing in the County.

Needs of Public Housing

- 1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
- 2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Program Year 2 Action Plan Public Housing Strategy response:

1. Public Housing Activities

Williamson County Housing Authorities indicated that it is necessary for a review of the public housing situation be conducted and areas of concerns be addressed. Specifically, inconsistencies regarding available programs within the County, limited information regarding the current status of available subsidized housing, and lengthy waiting lists are concerns.

The County will collaborate with the public housing authorities and other social organizations to compile accurate information regarding public housing and distribute the information to current residents and others who are eligible for assistance. The County will also continue to support organizations that promote affordable and descent housing. Public Housing Authorities will be encouraged to request citizen participation in the management of the Housing Authorities.

2. Troubled Public Housing Agency

None of the public housing authorities within the jurisdiction of Williamson County have been designated as a troubled agency by HUD.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Program Year 2 Action Plan Barriers to Affordable Housing response:

1. Proposed Actions to Remove Barriers to Affordable Housing

According to Habitat for Humanity, which builds affordable housing in most of Williamson County, land acquisition for new home construction is a major need for additional affordable housing. Williamson County CDBG funds in the amount of \$150,000 were allocated to Habitat for Humanity in FY09 for the purpose of land acquisition. The CDBG office has been working with HUD and Habitat to devise an agreement that meets all federal regulations. It is anticipated that land purchases will be made following the completion of the CDBG agreement.

The County will continue to work with Habitat for Humanity, Public Housing Authorities and other agencies in an effort to improve availability of affordable housing and remove barriers.

The County is also conducting an Analysis of Impediments during the next six to seven months. A consultant has been identified to assist in this process. The County anticipates a thorough and useful document that will be utilized in identifying and removing barriers to affordable housing and impediments to fair housing.

HOME/ American Dream Down payment Initiative (ADDI)

- 1. Describe other forms of investment not described in § 92.205(b).
- 2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
- 3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
 - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
 - e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.

- f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
- 4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
 - a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
 - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Program Year 2 Action Plan HOME/ADDI response:

NOT APPLICABLE. Williamson County does not receive ADDI funds.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

- Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
- 2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.
- 3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
- 4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
- 5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Program Year 2 Action Plan Special Needs response:

1. Source of Funds

In 2011, Williamson County will provide CDBG funding to the County Mobile Outreach Team to assist emergency first responders who work to identify persons with mental illness in situations where incarceration and/or hospital emergency room visits would typically be required. By assisting these individuals, the trained first responders can intervene to prevent incarceration, hospitalization and potentially, homelessness.

Williamson County does not receive Emergency Shelter Grant (ESG) funds to assist with homeless needs. Furthermore, the County will not receive any Homeless Prevention and Rapid Re-Housing (HPRP) funds from HUD.

2. Homeless Needs

The County will continue to support efforts to end chronic homelessness by supporting social service organizations such as Habitat for Humanity of Williamson County. The development of a Continuum of Care Plan will take place as time permits.

3. Chronic Homelessness

The Texas Homeless Network conducted a Point in Time Homeless survey for Williamson and Burnet Counties. The results of the 2011 Point in Time is attached. The County is committed to supporting entities that address homelessness.

4. Homelessness Prevention and Outreach

Williamson County will provide funding to the County Mobile Outreach Team as described in #1 above.

5. Discharge Coordination Policy

Williamson County is not a Continuum of Care funding recipient, and therefore, is not required to develop discharge coordination policies.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Program Year 2 Action Plan ESG response:

Williamson County does not receive ESG funds.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

- 1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.
- 2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Program Year 2 Action Plan Community Development response:

1. Priority Non-Housing Community Development Needs

The following non-housing community development priorities and objectives have been established by Williamson County:

- > Infrastructure improvements: Work with local communities to provide financial assistance in the construction and replacement of infrastructure elements necessary to preserve existing affordable residential areas.
 - > **Objective**: Sidewalk improvements (City of Georgetown)
 - Objective: Water Repair and Distribution (City of Granger, City of Taylor, City of Jarrell)

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Program Year 2 Action Plan Antipoverty Strategy response:

1. Actions to Reduce the Number of Poverty Level Families

In Williamson County, organizations such as Round Rock Area Serving Center provide assistance to low-income County residents by offering food vouchers, Fresh Food for Families program, coordinate the Coats for Kids program and provide financial assistance for utilities, rents, prescriptions, temporary lodging and gasoline. Capital Idea provides services to ensure that county residents succeed in training so that they may move out of poverty and enter the high-skill workforce. The Literacy Council of Williamson County provides services such as turtoring in English as a second language, basic literacy and GED preparation to adults throughout the County. These projects have received financial allocations (non-CDBG) from Williamson County in recent years.

Williamson County will also continue to support the economic development initiatives of entities such as the Georgetown Chamber of Commerce, the cities of Georgetown and Taylor and other organizations which promote job creation and job training for County residents.

Williamson County will collaborate with its cities to reduce the number of poverty level families. The County is dedicated to locating financial assistance for affordable housing. This will be accomplished by working with area lending institutions and public service organizations to monitor the development of financial assistance options and possible funding sources. Additional financial assistance provided by social service organizations can be utilized to aid with utilities, rent, food, and/or shelter.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

- 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
- 2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 2 Action Plan Specific Objectives response:

1. Priorities and Objectives

The following non-homeless special needs priorities and objectives have been established by Williamson County:

- Public service activities: Collaborate with local nonprofit organizations and social service agencies to provide for the supportive service needs of LMI residents.
 - > **Objective:** Assist LMI persons with mental illness (Williamson County Mobile Outreach Team).

2. Resources Expected to be Available

In 2011, Williamson County will grant the County Mobile Outreach Team (MOT) \$67,000 in CDBG funding to assist emergency first responders to provide crisis intervention to LMI persons with mental illness. Such intervention is expected to eliminate the need for incarceration and/or emergency hospitalization.

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

- 1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.
- 2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.
- 3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.
- 4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
- 5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.
- 6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.
- 7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.
- 8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
- 9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Program Year 2 Action Plan HOPWA response:

NOT APPLICABLE. Williamson County does not receive HOPWA funds.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Program Year 2 Specific HOPWA Objectives response:

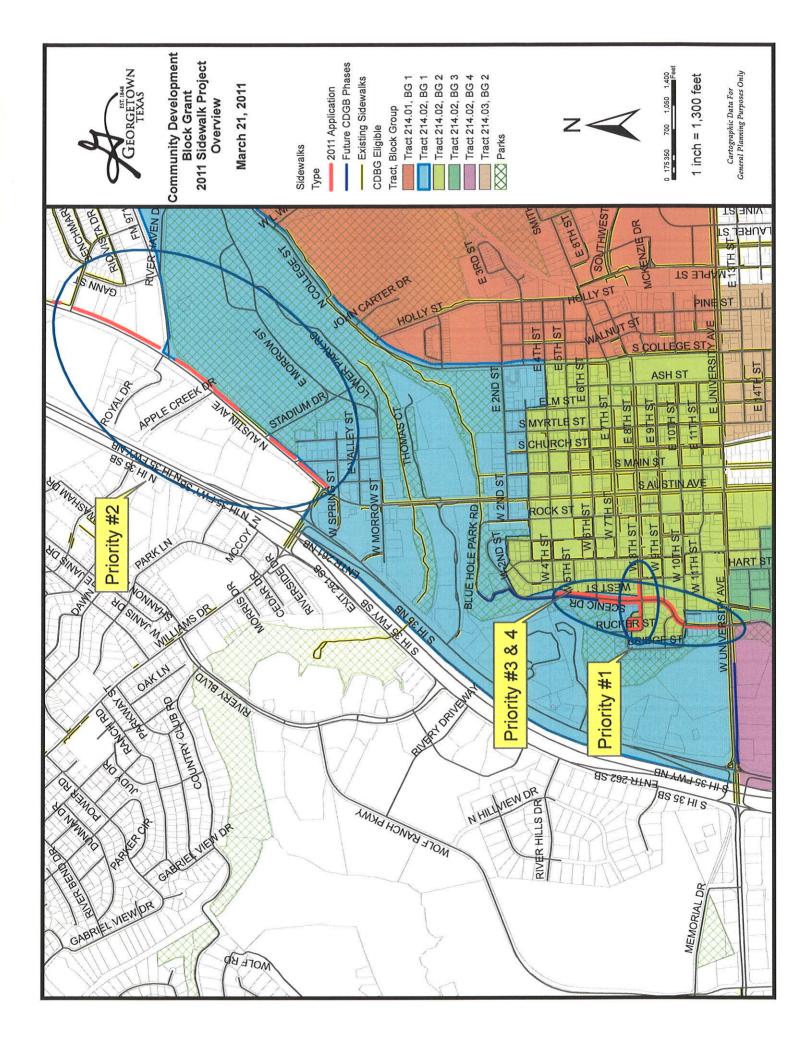
NOT APPLICABLE. Williamson County does not receive HOPWA funds.

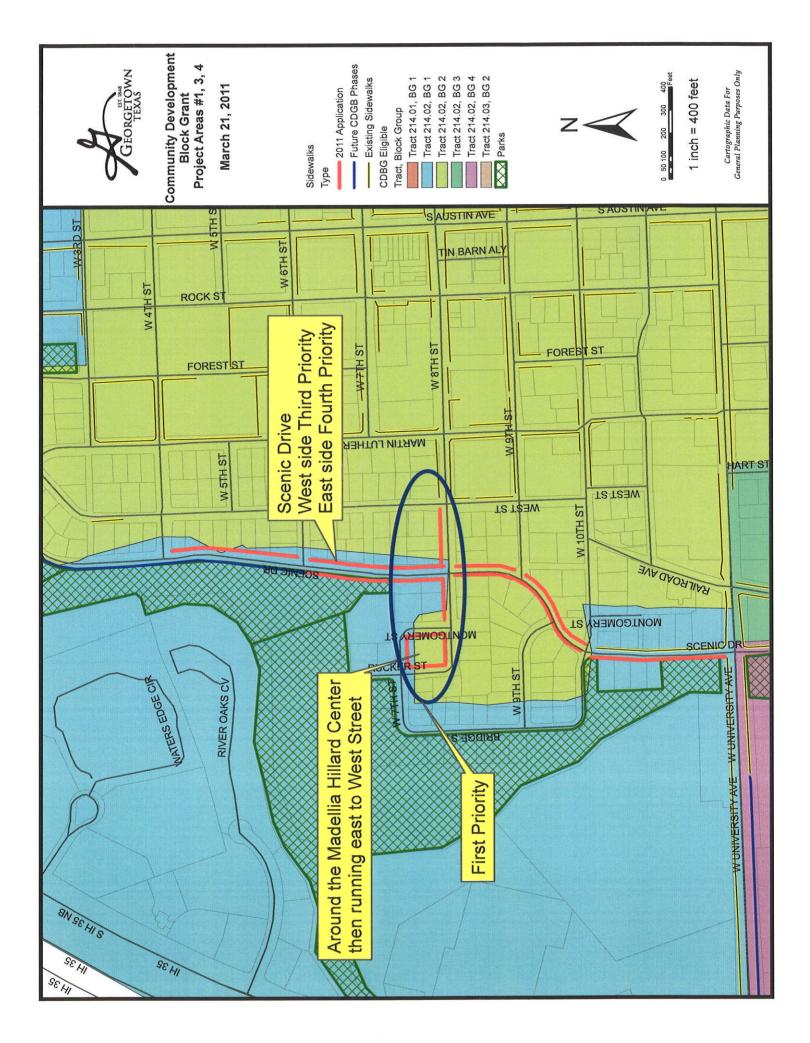
Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

NOT APPLICABLE.

City of Georgetown





City of Granger





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AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.



CITY OF GRANGER CDBG PROJECT MAP

A1

GRANGER, TX

Project No:





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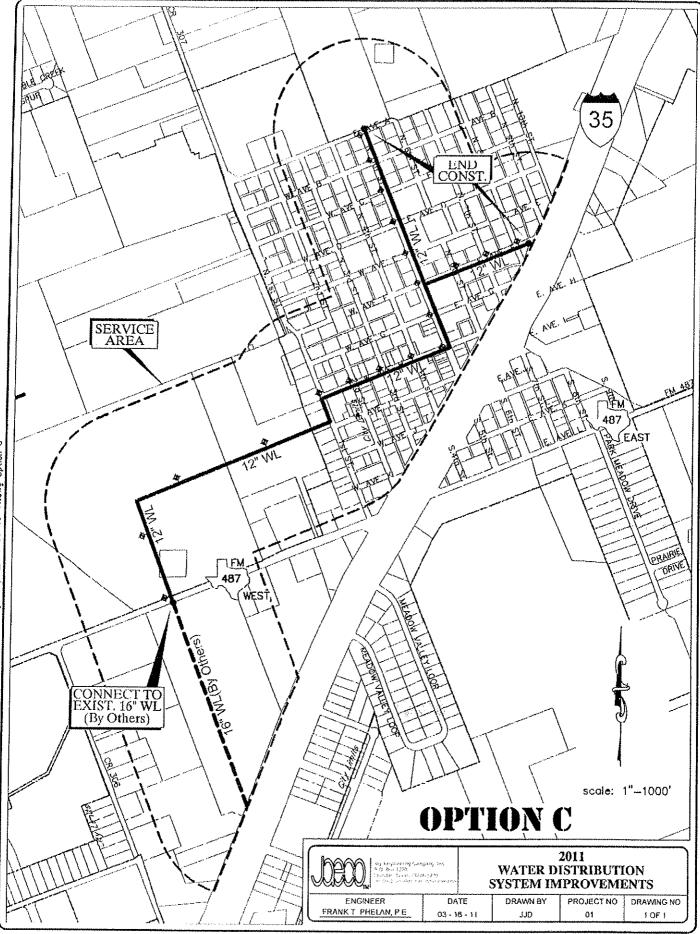
CITY OF GRANGER CDBG PROJECT MAP

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GRANGER, TX

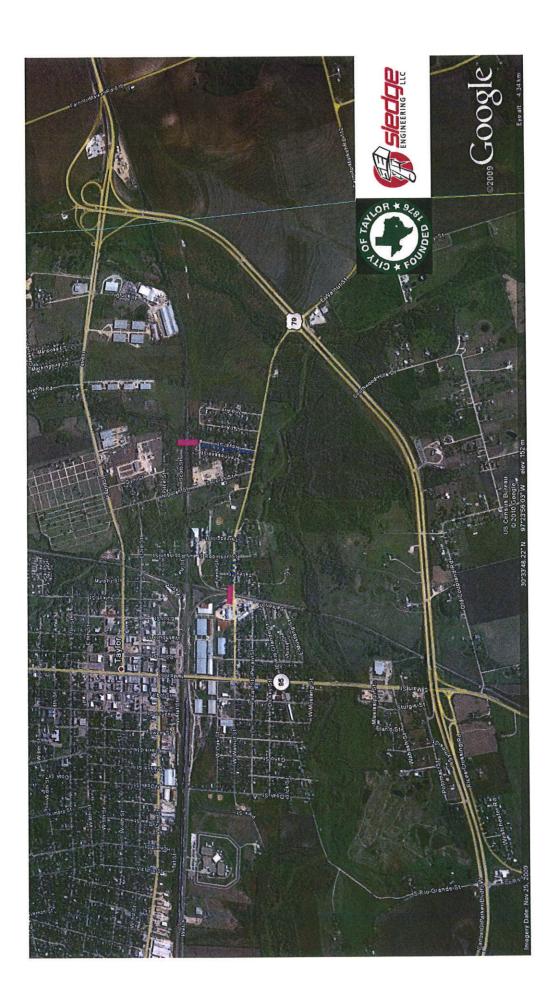
Project No:

City of Jarrell

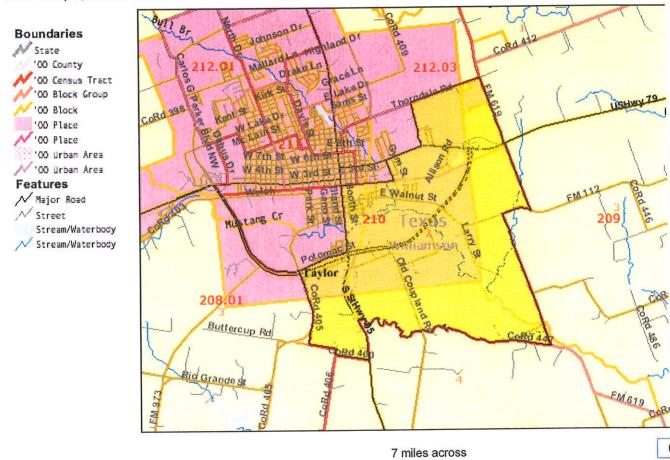


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City of Taylor



Block Group 2, Census Tract 210, Williamson County, Texas



Mobile Outreach Team Clients assisted County wide

Point in Time Survey





POINT IN TIME RESULTS 2011

Report Contents: Homeless Population 2 Estimates and History 3 Chronic vs. Episodic Education and 3 **Employment** Treatments and 4 Institutional Stays 4 Community Needs Special Thanks 5 5 How you can Help

WILLIAMSON AND BURNET COUNTY

The Texas Homeless Network annually coordinates a Point-in-Time home-less survey for communities in the Texas Balance of State Continuum of Care during the last week in January. The "known location" methodology is used with volunteers surveying everyone found at sites identified by the community where persons suffering from homelessness are known to congregate. The resulting survey sample is represented by people in homeless situations and persons who are at risk of becoming homeless. The number of survey responses does not represent the to-



THN Volunteer surveys a homeless camp of 5 residents.

tal population suffering from homelessness, so estimates are provided in this report. This information is used local communities in the development of short and long-term strategies to alleviate homelessness.

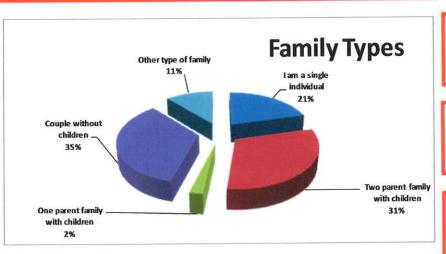
BASIC DEMOGRAPHICS QUICK REFERENCE OF 157 PEOPLE SURVEYED

This survey represents up to 455 people: 220 Adults and 235 Children.

The gender breakdown is 19.7% male and 80.3% female.

82.7% of those surveyed reported their race as white.

61.9% stated their ethnicity was Hispanic/Latino.

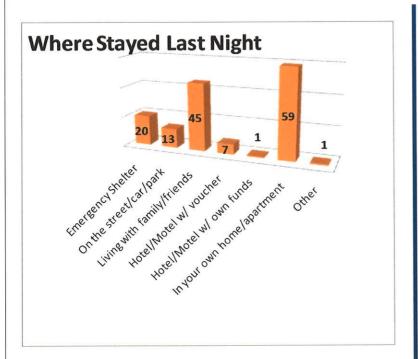


The median age of the 220 adult respondents from this survey was 33.9.

Over 33% of people surveyed are heads of households with children.

235 children were accounted for in the survey with a median age of 6 years.

POPULATION ESTIMATES AND HISTORY



PIT Homeless estimate for Williamson and Burnet County:

Annualized homeless
population estimates for
Williamson and Burnet County:

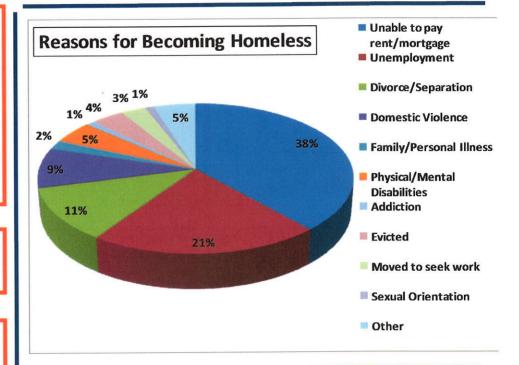


Length of Stay

- 61.5% described their situation as the first time homeless in three years
- 73.7% reported not having a separate episode of homelessness in the last 12 months
- For those not born in Williamson County the average year they moved to Williamson County was 2000.

The median age respondents became homeless for the first time is <u>24</u>

With the range of homelessness from six days to 10 years, the median length of homelessness was 285 days.

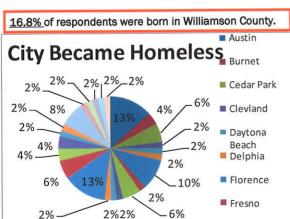


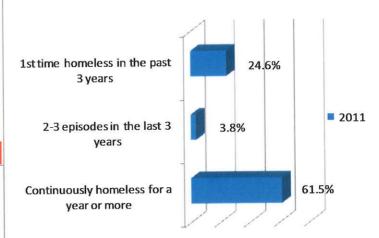
**The two most cited reasons for becoming and remaining homeless in Williamson/Burnet County were the inability to pay rent/mortgage and unemployment lev-

¹ §11302. General definition of homeless individual: (a) In general For purposes of this chapter, the term "homeless" or "homeless individual or homeless person" includes- 1. an individual who lacks a fixed, regular, and adequate nighttime residence; and 2. an individual who has a primary nighttime residence that is – A. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); B. an institution that provides a temporary residence for individuals intended to be institutionalized; or C. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

CHRONIC VS. EPISODIC

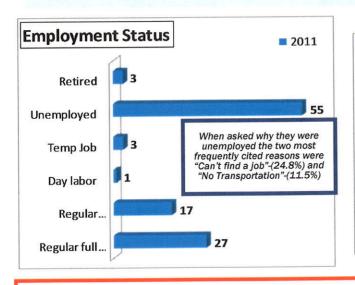


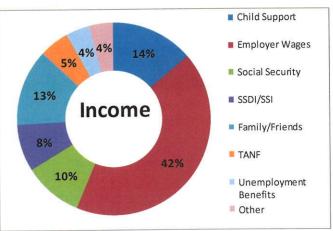




A chronically homeless person is an unaccompanied disabled individual who has been continuously homeless for over one year.

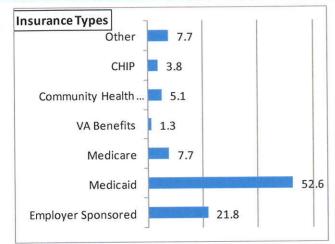
EDUCATION & EMPLOYMENT





- 71.1% of respondents report attaining a high school diploma or higher degree in this sample.
- 28.8% did not graduate high school and 0.8% of those did not pass 8th grade.
- 83.5% of respondents indicated that they were able to work and 45.3% are working (25.5% full time).
- Those that work average <u>32.4</u> hours per week and their median monthly income was <u>\$970.92</u>.
- However, <u>51.9</u> are unemployed and the median length of unemployment is <u>7.5 months</u>.
- When asked where they get income the top four responses in order were: <u>Employer Wages, Child Support, Family/Friends, Social Security.</u>

TREATMENTS AND INSTITUTIONAL STAYS



Conditions respondents are receiving treatment for:

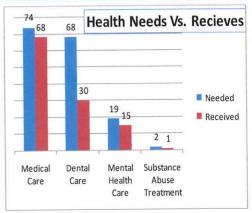
Mental Illness 45%

Other physical condition 45%

Alcohol Abuse 10%

Prior to entering institution, 22.2% of respondents were homeless.

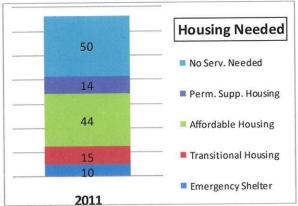
Following release <u>100%</u> percent of those had some shelter to return to.



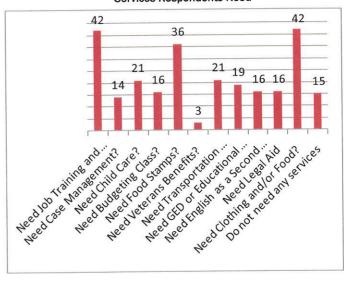
Institutions respondents have been in:				
Drug or Alcohol Abuse Treatment	20.0%			
State Hospital/long term care fa- cility	35.0%			
Jail/Prison	35.0%			
Foster Care	10.0%			

COMMUNITY NEEDS





Services Respondents Need



For questions relating to children's' needs respondents reported:

- 31.7% require Children's Health Care
- 20.6% need Child Support
- 4.8% requite TANF
- 27.0% need WIC
- 15.9% need Tutoring

Texas Homeless Network

1713 Fortview Road Austin, TX 78704

Phone: 512-482-8270 Fax: 512-478-9077 E-mail: eric@thn.org, kraig@thn.org



Find us on Facebook:

Follow us on Twitter: @TXHomeNet

SPECIAL THANKS TO:

Thank you to the following Williamson County organizations who participated in the 1st Annual HUD Williamson County Point In Time Survey.

Here are our 2011 Homeless Count Sponsors:

The Texas Homeless Network, Easter Seals of Central Texas, ASSET Ameri-Corps, ARCIL, Inc., Round Rock Serving Center, The HOPE Alliance, The Caring Place, Georgetown Project, the City of Round Rock Police Dept., the City of Georgetown Police Dept., the Williamson County Sheriff's Dept., Green Doors, Southwestern University Office of Civil Engagement, Williamson Burnet County Opportunities, The Williamson County Hispanic Real Estate Professionals Association, the East Williamson County Interagency Support Council, the Round Rock Public Housing Authority, the City of Georgetown Public Housing Authority, the City of Taylor Public Housing Authority, Taylor Independent School District





HOW YOU CAN HELP

To donate your time or money to help the homeless or hungry in Williamson County, contact any of the following:

- ARCIL, Inc.
- Bluebonnet Trails
 Community Centers
- CAPITAL METRO
- Caritas
- CARTS
- City and County of Round Rock
- Commissioner Pct
 #4
- East Williamson
 Interagency Council
- Easter Seals of Central Texas
- Foundation Communities
- Georgetown ISD
- Georgetown Public Housing Authority
- Green Doors

- Round Rock ISD
- Round Rock Public Housing Authority
- Rural Capital Area Workforce
- Southwestern University Office of Civil Engagement
- TACIL
- Taylor Public Housing Authority
- Texas Dept. of Aging and Disabled Services (DADS)
- Texas Dept. of State Health Services (DSHS)
- Texas Homeless Network
- Texas Ramps

- The Caring Place
- The Georgetown Project
- The HOPE Alliance
- The Round Rock Serving Center
- The Veterans Administration (VA-Homeless, HUD-VASH)
- United Way of Williamson County
- WBCO
- WilCo HREP
- Williamson County Sheriff's Dept.



Resolution on Status of HCP Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Gary Boyd, Parks

Submitted For: Gary Boyd

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on "RESOLUTION ON THE STATUS OF THE WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN".

Background

The Williamson County Conservation Foundation Board acted in its June 15 meeting to request action from the Williamson County Commissioners Court on a resolution stating the Court's support of the County's Habitat Conservation Plan (Plan) as agreed to by the US Fish and Wildlife Service. The Plan is functioning as designed on all county and state projects for public and private entities. However, the Plan also provides for and specifically references federal projects and because the state will commingle state and federal funds a federal nexus for some projects is created. Despite specific reference in the HCP the Plan is not being accepted for federalized projects. The purpose of this resolution is to affirm the County's support for the Plan as written and approved to include all components of administrative review and consultation authorities.

Fiscal Impact					
From/To Acct No. Description Amount Sort Seq					

Attachments

Link: Resolution on Williamson County Regional Habitat Conservation Plan

Form Routing/Status

Form Started By: Gary Started On: 06/16/2011 09:53

Boyd AM Final Approval Date: 06/16/2011

RESOLUTION ON THE STATUS OF THE WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

WHEREAS, the Williamson County Regional Habitat Conservation Plan (HCP) was developed over a period exceeding six years and involved expending substantial funds, a significant portion of which were those provided through federal grants for its development; and,

WHEREAS the Williamson County Conservation Foundation (WCCF) was formed and incorporated to provide the management and oversight functions related to the HCP on behalf of the County; and,

WHEREAS the HCP was written, revised and reviewed with the cooperation, appropriate collaboration and input from the US Fish and Wildlife Service and was authored on behalf of the county by noted professionals in the fields of environmental and regulatory law and by experts in biological and geological analysis, was assessed and evaluated over a long period by citizen advisory committees and was thoroughly vetted and reviewed for administrative compliance including statutory review through The Federal Register; and,

WHEREAS the US Fish and Wildlife Service contributed funding through grants for the writing and publication of the HCP; and,

WHEREAS all aspects of the Endangered Species Act and the regulatory framework for the Act were considered and provisions thereof were incorporated into the HCP; and,

WHEREAS consultative precedents and accommodations for US Fish and Wildlife consultation under the Endangered Species Act were incorporated into the HCP; and

WHEREAS the US Fish and Wildlife Service issued a Biological Opinion and in October 2008 granted an Incidental Take Permit (Permit) to the County based on the HCP and its related Environmental Impact Statement; and,

WHEREAS Williamson County, acting through the WCCF has been successfully implementing the HCP in accordance with the Permit including expending funds for education and scientific inquiry; and

WHEREAS the WCCF Board of Directors did, on June 15, 2011, take action to recommend this Resolution to the Williamson County Commissioner Court;

NOW, THEREFORE, BE IT RESOLVED, THIS 21ST DAY OF JUNE, 2011, THAT THE COMMISSIONERS OF WILLIAMSON COUNTY STAND IN SUPPORT OF THE HABITAT CONSERVATION PLAN AS PASSED BY THE COURT AND AS ORIGINALLY RECOGNIZED BY THE US FISHAND WILDLIFE SERVICE TO INCLUDE ALL REPRESENTATIONS AND AGREEMENTS THEREIN.

BY:		
	Dan A. Gattis, County Judge	

Tobacco Account

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Grimes Kathy, Commissioner Pct. #2

Submitted For: Cynthia Long

Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Tobacco Account budget.

Background

Revisions were needed to the amount adopted by the Commissioners Court on June 7th due to a difference in the unrestricted fund balance.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
·				

Attachments

Link: 2011 - 2012 Account Summary
Link: 2010 - 2011 Account Summary

Form Routing/Status

Form Started By: Grimes Kathy
Started On: 06/08/2011 02:52

PM

Final Approval Date: 06/09/2011

2011-2012 REVENUE / EXPENDITURE BUDGET				
FUNDS AVAILABLE TO SPEND			TOBACCO FUND EXP	PENSE
Annual April 2011 Payment May 10 - April 11 Interest	\$389,097 \$13,795	·	Admin Fees Medicaider Prog LoneStar	\$0
Subtotal Less 20%	\$402,892 \$80,578		SHM THC	\$0
May 10-April 11 Revenue Available to Spend Unrestricted Fund Balance Available to Spend	\$322,314 \$5,900	:	Transfer to General Fund (MOT)	
Projected FY 11 Unrestricted Fund Balance	\$328,214		Net Expense	\$0
Corpus Beginning Balance - April 2010	\$3,550,928			
May 10 - April 11 Corpus Addition	\$80,578			
Corpus Ending Balance - April 2011		\$3,631,506		
Unrestricted Funds Balance as of April 2010		\$538,651		
Fund Balance as of April 2011		\$4,170,157	=	
Unrestricted Fund Balance as of April 2010		\$538,651		
May 11 - Sept 11 Projected Expenditures		-\$210,437		
Projected Unrestricted Fund Balance Sept 10		\$328,214		

O SPEND		TOBACCO	S FUND EVDENCE
		TOBAGO	D FUND EXPENSE
\$405,348		Admin Fees	\$0
\$13,618		Medicaider Prog	\$15,000
		LoneStar	\$160,000
		SHM	\$60,000
\$83,793		THC	\$0
		Transfer to General Fund (MOT)	\$179,477
\$335,173			
\$79,304			
\$414,477		Net Expense	\$414,477
	\$4,250,322		
\$3,467,134			
\$83,793			
	\$3,550,927		
	\$699,395		
	-\$284,917	Next year put above 4.2M underneath th	ne 3550927 + 699395 with another line and total
_	\$414,478		
	\$13,618 \$418,966 \$83,793 \$335,173 \$79,304 \$414,477	\$13,618 \$418,966 \$83,793 \$335,173 \$79,304 \$414,477 \$4,250,322 \$3,467,134 \$83,793 \$3,550,927 \$699,395 -\$284,917	\$13,618 \$418,966 \$83,793 THC Transfer to General Fund (MOT) \$335,173 \$79,304 \$414,477 Net Expense \$4,250,322 \$3,467,134 \$83,793 \$3,550,927 \$699,395 -\$284,917 Next year put above 4.2M underneath the

Indigent Defense Task Force Grant Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Grimes Kathy, Commissioner Pct. #2

Submitted For: Judge Carnes

Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Indigent Defense Task Force grant.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy

Started On: 06/08/2011 05:17

PM

Final Approval Date: 06/09/2011

Consider and take appropriate action on Change Order # 1 in the amount of \$33,646 for the Parks Administrative Office in the Southwest Regional Park Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Jim Rodgers, Parks

Submitted For: Jim Rodgers

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on Change Order # 1 in the amount of \$33,646 for the Parks Administrative Office in the Southwest Regional Park.

Background

This change order is requested to provide a tower for IT communications. We have been working with Jay Schade & Jeff Smith on methodology to provide county IT services to the office. A monopole tower is necessary to install the telecom equipment that will connect the office to County Intranet. S & G are the contractors on the parks office and gave the best bid on installing the monopole.

Also requested in the total amount is \$4,672 for sewer line shortage of 156 feet. The wastewater plan calls for 369 feet of wastewater line to be installed – on site measurements reveal a gap of 156 feet. Engineers worked from "as builts" provided by previous contractors that were not correct resulting in the difference of 156 feet.

Fiscal Impact				
From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: <u>CO #1</u> Link: Line route

Form Routing/Status

Form Started By: Jim Started On: 06/14/2011 03:45

Rodgers PN Final Approval Date: 06/16/2011



Work Change Proposal No.1

Installation of Pole for Telecom Services & Alternate Route for Site Utilities

Date Submitted: June 1, 2011

Submitted to:

Williamson County Purchasing Department

301 SE Inner Loop Suite 106 Georgetown, TX 78626 C/O Jim Rogers

RE: Work changes for project # 11WC907 Regional Park Headquarters

S&G Contracting, Inc. respectfully submits this change in the amount of \$33,646.00 Thirty three thousand six hundred forty six dollars and 00/100

Description/Breakdown:

1. Cost from M&C Electric for installation of pole as per request: \$5,600.00

2. Cost from KRM Concrete for Coring, Setting Pole Base in concrete as per request: \$3,200.00

3. Cost from Musco for Pole delivered to site as per request: \$11,000.00

4. Cost for Engineering/Foundation Plans: \$ 2,500.00

5. Cost from Boettcher Construction for changes to site utilities route as per verbal request (Option 2): \$4,672.00

6. Cost of additional haul off of debris: \$250.00

7. S&G 20 % OH&P: \$5,444.00

8. Subtotal: \$ 32,666.00

9. Bond & Ins. 3%: \$980.00

10. Total Change: \$33,646.00

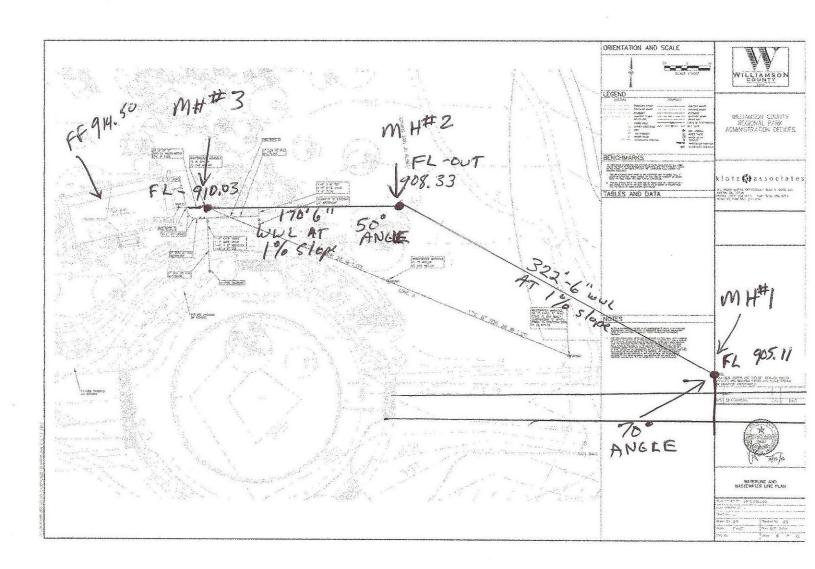
If you have any questions, please do not hesitate to call us. We can be reached at 512.331.8799 or 512.331.4228,

Or shane@sginc.hiz

Jimmy S. Gibson (

S&G Contracting Inc.

Actual Conditions WMCO PARK HDQ



Canteen Vending Amendment Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Patrick Strittmatter, Purchasing

Submitted For: Gary Wilson

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving an amendment to the current agreement with Compass Group USA, Inc. (Canteen Vending Services Division), to continue providing vending products and services to Williamson County.

Background

Fiscal Impact

			_
│ From/To	│ Acct No. │	Description	Amount
	·	<u>-</u>	

Attachments

Link: Vending Amendment

Form Routing/Status

Route Sec	Inbox	Approved By	Date	Status
1	Hal Hawes	Lucille D'Elia	06/15/2011 04:27 PM	APRV
2	Jim Gilger	Jim Gilger	06/16/2011 08:36 AM	APRV
3	County Judge Exec Asst.	Peggy Vasquez	06/16/2011 10:50 AM	APRV

Form Started By: Patrick Strittmatter

Started On: 06/14/2011 04:05

PM

Final Approval Date: 06/16/2011

AMENDMENT

THIS AMENDMENT, dated April 21, 2011, is between Williamson County ("County") with Premises located at Williamson County, Texas and Compass Group USA, Inc. by and through its Canteen Vending Services Division ("Contractor").

WITNESSETH:

WHEREAS, County and Canteen are parties to a certain agreement, effective August 5, 2008 (the "Agreement"), whereby Canteen manages County's vending service operation and facilities;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

- 1. The purpose of this Amendment is to renew the Agreement dated August 5, 2008. Pursuant to Section I Term and Renewal, Paragraph B Renewal of Agreement, the parties may mutually agree to renew the Agreement for an additional twelve (12) month term. The parties agree to renew the Agreement for an additional twelve (12) month term beginning effective October 1, 2010 and ending September 30, 2011.
- 2. Section III Compensation, Subsection A Payment, Number 1 shall be deleted and replaced with the following paragraph: "The Contractor will compensate the County with a commission of 14% of gross revenues after taxes (ex: \$1.00-\$0.08 sales tax = \$0.92 x 14% = \$0.13 commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue."
- 3. The parties agree to the renewal prices set forth below, which are in compliance with Section III Compensation, Paragraph F Renewal Prices of the Agreement. The date in which the renewal prices shall take effect shall be the date of the last party's execution hereof.
- 4. Attachment 2 Master Vending List shall be revised to reflect pricing for Candy was Seventy Five Cents (\$0.75) and will now be Eighty Five Cents (\$0.85). Pricing for Pastry (including cookies, crackers, etc.) was Eighty Five Cents (\$0.85) and will now be One Dollar (\$1.00).
- 5. This Amendment is effective October 1, 2010, and thereafter, unless further amended thereafter. All capitalized terms used herein and not defined shall have the meanings attributed to them in the Agreement. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

Williamson County, Texas	Compass Group USA, Inc. by and through its Canteen Vending
	Services Division
	Services Division By: Churcher
By:	Ву: / И С
Printed Name: Dan A. Gattis	Printed Name: <u>John Christian</u>
Title: Williamson County Judge	Title: <u>Division President</u>
Signature Date:	Signature Date: 05-12-11

Voelter Associates Agreement Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Patrick Strittmatter, Purchasing

Submitted For: Gary Wilson **Department:** Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving an agreement with Voelter Associates, Inc. to provide professional engineering services for the re-roofing of the Williamson County Museum.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: Project Agreement

Form Routing/Status

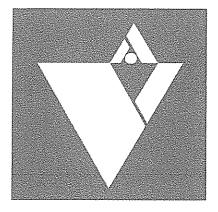
Route Sec	ן Inbox	Approved By	Date	Status
1	Hal Hawes	Lucille D'Elia	06/15/2011 04:28 PM	APRV
2	Jim Gilger	Jim Gilger	06/16/2011 08:36 AM	APRV
3	County Judge Exec Asst.	Peggy Vasquez	06/16/2011 10:50 AM	APRV
			Started On: 06/14/2011 (14.42

Form Started By: Patrick Strittmatter

Started On: 06/14/2011 04:42

PM

Final Approval Date: 06/16/2011



VOELTER ASSOCIATES INC.

ARCHITECTS AND PLANNERS

A.I.A.

PO BOX 97 GEORGETOWN, TX 78627-0097 109 1/2 EAST 8TH STREET 78626 PH 512 863-9255 FAX 512 863-6074

June 13, 2011

Judge Dan Gattis, County Judge Williamson County Courthouse

710 Main Street Georgetown, TX 78626 Phone 512-943-1550

RE Professional Services

Re-Roofing of Williamson Museum 716 South Austin Avenue Georgetown, TX 78626

Dear Judge Gattis:

We are pleased to submit this Letter of Agreement to Mr. Gary Wilson, Williamson County Facilities, Georgetown, Texas, hereinafter referred to as "Client", for professional services relative to the referenced project. The existing building of approximately 3,300 square feet (SF) will have roofing membrane removed and replaced with new membrane on roof and up walls. This agreement is for services to provide documents indicated hereinafter to allow Client to receive bids and for use during construction phase.

This proposal does not include the following:

- Building Permit submittal.
- Consulting Engineering services.
- Regulatory fees, all submittals by Client.
- Construction Observation.

SCOPE OF BASIC SERVICES

PHASE 1 – Project Initiation

- 1. Obtain project requirements from Client.
- Visit site to verify conditions and take photographs.
- 3. Examine alternatives for best type of roof for this application.

PHASE 2 - Construction Documents

Produce CAD drawings of roof.
 Final plans to include the following:

 Roof Plan with Notes & Details
 Roofing Specifications

OPTIONAL SERVICES

- Construction phase services are not included but available on an hourly basis.
- Any services not included hereinbefore that are requested and approved by Client.

REIMBURSABLE EXPENSES

- 1. Cost of any outside printing requested.
- 2. Expenses associated with a request by Client, not listed above but approved prior to commencing, will be passed on at cost.

FEES FOR BASIC SERVICES

The Architectural Services portion of this agreement is based on the following hourly rates.

Principal \$125.00 Project Manager \$100.00 CAD Technician \$ 70.00

NOT-TO-EXCEED AMOUNT

Time for each phase of services will be recorded and billed accordingly, anticipated to be approximately Two-Thousand Dollars (\$2,000). The not-to-be-exceeded amount for the performance of the services described in this agreement—which does not include construction phase services or any reimbursable expenses—shall be the sum of Twenty-Five Hundred Dollars (\$2,500.00). This not-to-exceed amount is based upon all labor and non-labor costs estimated to be required in the performance of the various phases of work provided for under this agreement. Should the actual total costs of the services rendered under this agreement and the reimbursable expenses be less than the not-to-exceed amount, then Architect shall receive compensation for only those services actually rendered and the reimbursable expenses actually incurred.

CLIENT RESPONSIBILITIES

- Provide access to existing building.
- 2. Answer questions about project.

CONDITIONS

Documents will be completed as expeditiously as possible, estimated to be approximately two weeks from time of return of executed agreement.

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

Client may terminate this agreement, for convenience and without cause, upon three business days notice. In the event of termination by the Client, the Architect shall be compensated for all services performed up to the termination date based on the percentage of completion. There shall be no penalty for Client's termination for convenience.

The Architect shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions of any other parties operations in relation to the project. Architect shall indemnify, protect, Defend and save harmless County, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of Architect or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, Architect shall not be responsible for the negligence of any other party, other than its subcontractors.

FINAL PAYMENT

Final payment will be due upon availability of prints. The Architect will schedule the work on a timely basis and will proceed accordingly unless the Client indicates otherwise. All fees will be due within thirty (30) days from the date when the drawings are completed whether or not the project is built and whether or not the client chooses to pick up the prints.

Client agrees that in the event of default in payment by Client and in placement of this agreement in the hands of an attorney for collection, Client shall pay a reasonable attorney's fee plus principal and interest at the rate set forth above. Client shall pay attorney's fees and principal and interest even though suit may not have been filed prior to collection.

MISCELLANEOUS

- 1. Certificate of Architect. Architect certifies that neither Architect nor any members of Architect's firm has:
 - A. Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Architect) to solicit or secure the work provided by in this agreement.
 - B. Agreed, as an expressed or implied condition for obtaining this agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this agreement.
 - C. Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Architect) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this agreement.
 - D. Architect further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this agreement and for those portions of the project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 2. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of County and Architect and their respective successors and assigns. Neither County nor Architect may assign or transfer its interest in or obligations under this agreement without the written consent of the other party hereto.
- 3. Bidding Exemption. This agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 4. Compliance with Laws. Architect shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations,

licensing laws and regulations. When required, the Architect shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

- **5.** Definition of Architect. The term "Architect" as used herein is defined as including Registered Professional Architects, as applicable to the work to be performed under this agreement, and any reference to professional standards in regards to a Registered Professional Architect shall relate to those standards promulgated by the Texas Board of Architectural Examiners.
- **6.** Entity Status. By my signature below, I certify that Architect is a corporation, duly authorized to transact and do business in the State of Texas.
- 7. Independent Contractor Relationship. Both parties hereto, in the performance of this agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 8. No Waiver of Immunities. Nothing in this agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- **9.** Place of Performance. THIS CONTRACT IS PERFORMABLE IN GEORGETOWN, WILLIAMSON COUNTY, TEXAS.

If you find the Proposal acceptable, please affix your signature where indicated and return one copy to this office. Once signed by you, this agreement will represent the entire and integrated agreement between County and Architect and supersedes all prior negotiations, representations, or agreements, either oral or written. This agreement may be amended only by written instrument signed by both County and Architect. We look forward to working with you.

Respectfully submitted, VOELTER ASSOCIATES INC.

David L. Voelter, AIA

President

Accepted:			
	Date		
Dan Gattis Williamson County Judge			

The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711-2337, telephone 512.305.9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Article 249a, Vernon's Texas Civil Statutes.

JP4 Lobby Expansion

Commissioners Court - Regular Session

Date: 06/21/2011

Patrick Strittmatter, Purchasing **Submitted By:**

Gary Wilson Submitted For: Purchasing **Department:**

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving an agreement with Moman Architects, Inc. to provide architectural services to expand the lobby of Justice of the Peace, Precinct 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: Moman Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Lucille D'Elia	06/15/2011 04:28 PM	APRV
2	Jim Gilger	Jim Gilger	06/16/2011 08:36 AM	APRV
3	County Judge Exec Asst.	Peggy Vasquez	06/16/2011 10:50 AM	APRV
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Form Started By: Patrick Strittmatter

PM

Final Approval Date: 06/16/2011

AGREEMENT FOR ARCHITECTURAL

THIS AGREEMENT FOR ARCHITECTURAL SERVICES ("Agreement") is made and entered into by and between Williamson County, a body corporate and politic under the laws of the State of Texas, hereinafter "County" or "Owner", and Moman Architects, Inc. hereinafter "Architect".

RECITALS

The County intends to expand the lobby of Justice of the Peace Precinct # 4 located at 211 West 6th Street, Taylor, Texas 76574 by approximately 240 to 300 square feet, hereinafter called the "Project"; and

The County desires that the Architect perform certain professional architectural services in connection with the Project; and

The Architect represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the Architect, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The Architect agrees to perform professional architectural services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the Architect compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

- A. In consideration of the compensation herein provided, Architect shall perform professional architectural services for the Project, which are acceptable to the County, based on standard architectural practices and the scope of work described on the Exhibit(s) attached to this Agreement. Architect shall also serve as County's professional architect in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of Architect's services.
- **B.** Architect shall not commence work until Architect has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.
- C. County shall provide Architect with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this

SECTION III

ADDITIONAL SERVICES AND CHARGES

A. Additional Services:

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and Architect shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth on Exhibit "B" annexed hereto.

Additional Services are defined as Revisions required after final approval by the County during the Schematic Design, Design Development or Construction Documents Phases of the project.

The Architect shall not, however, be compensated for work made necessary by Architect's negligent errors or omissions. In the event of any dispute over the classification of Architect's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on Architect.

It is expressly understood and agreed that Architect shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

B. Reimburseable Expenses:

Reimburseable expenses are to be computed at 1.15 times the actual expense incurred by the Architect and include the following:

- fees paid for securing approval of authorities' jurisdiction over the project; including but not limited to: TAS registration, review and inspection fees and any fees associated with building plan review
- reproductions, plots, standard form documents, travel, postage, handling and delivery of Instruments of Services
- expense of overtime work requiring higher than regular rates if authorized in advance by County
- additional 3-D modeling or renderings requested by the County beyond that described in basic services.

- 3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify Architect, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
- 4. Within seven (7) days of determining that a particular Architect's Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such Architect's Work Product. If necessary, the completed work shall be returned to Architect, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.
- 5. After Acceptance, Architect shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- В. Revision to Architect's Work Product. Architect shall make, without expense to County, such revisions to the Architect's Work Product as may be required to correct negligent errors or omissions so the Architect's Work Product meets the needs of County, but after the approval of the Architect's Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Architect shall entitle Architect to additional compensation for such extra services and expenses; provided, however, Architect hereby agrees to perform any necessary corrections to the Architect's Work Products which are found to be in negligent error or omission as a result of the Architect's development of the Architect's Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by Architect to revise any Work Product in order to make the Project constructible, Architect shall do so without additional compensation. In the event of any dispute over the classification of Architect's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County shall be final and binding on Architect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.
- C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

THE ARCHITECT'S COMPENSATION

For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section X, the County shall pay to the Architect a firm fixed fee of \$19,700.00 hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges).

During the course of services hereunder, the Basic Fee shall be allocated as follows:

For and in consideration of the services rendered by the Architect under Exhibit "A", Section A. (the Schematic Design Phase), the Architect shall receive a total compensation of \$2,000.00.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section B. (the Design Development Phase), the Architect shall receive a total compensation of \$4,100.00.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section C. (the Construction Documents Phase), the Architect shall receive a total compensation of \$7,400.00.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section D. (the Bidding and Contract Phase), the Architect shall receive a total compensation of \$1,000.00.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section E. (the Construction Phase), the Architect shall receive a total compensation of \$5,200.00.

SECTION VII

TIME OF PAYMENT AND RIGHT TO AUDIT

During the performance of the services provided for in this Agreement for the Schematic Design Phase (Exhibit "A", Section A.), the Design Development Phase (Exhibit "A", Section B.), and the Construction Documents Phase (Exhibit "A", Section C.), monthly payments shall be made based upon that portion of the services which has been completed. Payment for services rendered by the Architect for the Bidding and Contract Phase, (Exhibit "A", Section D.), shall be made either upon award of a construction contract for the project by the County, or within one forty five (45) calendar days of receipt of bids for the Project, whichever is earlier. Payments for services rendered for the Construction Phase (Exhibit "A", Section E.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the Architect's monthly estimates for Payment to the Contractors and approved by the County.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Architect shall submit a sworn statement to the County, in a form acceptable to the Williamson County Auditor, setting forth the percentage of the services provided for by this Agreement which were completed during such calendar month, and the compensation which is due plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Architect seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Architect certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Architect to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

Furthermore, the Architect agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. Architect agrees that County or its duly authorized representatives shall, until the expiration of three 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 Architect which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Architect shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary Architect facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Architect reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

- A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by Architect of written Notice of Reinstatement from County. In the event such suspension of the Project or the Architect's services hereunder extends for a period of ninety (90) consecutive calendar days or more, Architect may terminate this Agreement in writing.
- B. Termination. County may terminate this Agreement at any time by notice in writing to the Architect. Upon receipt of such notice, the Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Architect that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Architect at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Architect: Moman Architects Inc.

400 W. Main St., Suite 222

Round Rock, Texas 78644

Attention: John S. Moman, President

To the County: Williamson County Judge

Dan A. Gattis (or successor) 710 Main Street, Suite 101 Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Architect has been advised by County, and Architect clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$25,000.00 specifically allocated to fully discharge any and all liabilities, including any and all fees, reimbursable expenses and compensation of any sort to the Architect and its consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum set forth above that County shall become liable to pay to Architect hereunder shall not under any conditions, circumstances or interpretations thereof exceed the said sum.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the Architect bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the Architect shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

Architect shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

Architect shall require that any and all other contractors and/or consultants engaged or employed by Architect carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Architect shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the Architect release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The Architect shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the

architectural profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Architect's performance. To the extent that Architect performs any engineering services as a part of this Agreement, Architect shall also be required to use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the engineering services rendered hereunder.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all of 'the Architect's Work Product prepared pursuant to this Agreement by the Architect and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed Work Product prepared pursuant to this Agreement by the Architect shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Architect may retain one (1) set of reproducible copies of such documents and such copies shall be for the Architect's sole use in preparation of studies or reports for Williamson County only. The Architect is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, THE ARCHITECT HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF THE ARCHITECT IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE ARCHITECT EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF THE ARCHITECT. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE ARCHITECT'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE OF A CLAIM THAT INITIATES THIS INDEMNITY, THE, ARCHITECT SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE ARCHITECT WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND

EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT IN THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE ARCHITECT'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, THE ARCHITECT SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT THE ARCHITECT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM THE ARCHITECT IS NOT LEGALLY LIABLE, THE ARCHITECT'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE ARCHITECT IN ANY SUCH PROCEEDINGS. ARCHITECT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS INVOLVING THE ALLEGATIONS AGAINST THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions on behalf of the County which may arise as to the interpretation of this Agreement and all questions as to the

acceptable fulfillment of this Agreement by the Architect. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

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

SECTION XXI

VENUE AND GOVERNING LAW

This Contract shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXII

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.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

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

SECTION XXV

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.

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement

and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

CONFLICTING PROVISIONS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the Architect shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. This Agreement shall not become effective until the last party hereto signs the Agreement. The Architect's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that Architect has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

WILLIAMSON COUNTY:

Date Signed: ___

EXIBIT "A"

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

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

In consideration of the compensation provided in the Agreement, Architect shall perform the following Basic Services, based on standard architectural practices:

Schematic Design Phase

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Section III of this Agreement.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with the Contract Documents.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

Design Development Phase

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work.
- § 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Construction Document Phase

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall ensure that the Construction Documents comply with the design requirements of applicable laws, codes, regulations and governmental authorities having jurisdiction over the Project.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of the Contract Documents. The Architect shall also compile a project manual that includes the Contract Documents and sample forms.

For purposes of this Agreement, the "Contract Documents" shall mean and include the following:

- a. The Agreement Between Owner and Contractor;
- b. The Uniform General Conditions for Williamson County;
- c. The Special Conditions, if any become necessary;
- d. The Bidding Documents:
- e. The Construction Documents (Drawings, Specifications, details and other documents developed by Architect); and
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under the Contract Documents, and request the Owner's approval.

Bidding and Contract Phase

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders:
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

Construction Phase

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Contract Documents. If the Owner and Contractor modify Contract Documents, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and in the Contract Documents. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and its consultants'

negligent acts, errors or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in this Agreement or the Contract Documents, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, or is so instructed by the Owner, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect and Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and approved in writing by the Owner.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts in accordance with the terms of the Contract Documents. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- § 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- § 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

- § 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 In accordance with the terms of the Contract Documents, the Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records,

written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Exhibit "B"

Hourly Rates

Position Classifications Hourly Rates

Principal	\$135.00
Project Manager	\$95.00
Interior Designer	\$95.00
Designer	\$85.00
Administrative/Clerical	

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit "C"

Production Schedule Schematic Design Begin on June 15, 2011 Completed on July 15, 2011

Design Development Begin on July 18, 2011 Completed on August 12, 2011

Construction Documents Begin on August 15, 2011 Completed by September 30, 2011

> Bidding Phase TBD

Construction Phase TBD

Exhibit "D"

Insurance Requirements

During the term of this Agreement, Architect agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. Architect shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

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

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

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

Economic Development - Fisher Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Mary Clark, Commissioner Pct. #1

Submitted For: Mary Clark

Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss economic development issues and consider approval of a Memorandum of Understanding with Fisher-Rosemont Systems, Inc.

Background

see attached

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: MOU Fisher

Form Routing/Status

Form Started By: Mary Clark Started On: 06/15/2011 05:04

PM

Final Approval Date: 06/16/2011

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between Williamson County, Texas ("County") and Fisher-Rosemount Systems, Inc. ("Fisher").

RECITALS

WHEREAS, Fisher is a process management company interested in locating in Williamson County; and

WHEREAS, Fisher is considering the acquisition of two Class A office buildings located at 1100 West Louis Henna Boulevard, Round Rock, Texas containing approximately 278,860 square feet of office space, with an accompanying parking garage known locally as Frontera Vista (the "Facility"); and

WHEREAS, Fisher is also considering investing approximately \$25 million in building finish-out and personal property; and

WHEREAS, Fisher is considering, if it acquires Frontera Vista, constructing approximately \$25 million of building finish-out; and

WHEREAS, Fisher intends to transfer 750 full-time equivalent employees, including contract workers, to Round Rock by April 1, 2012 and hire an additional 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012; and

WHEREAS, the County desires businesses such as Fisher to locate in Williamson County; and

WHEREAS, the County is willing to consider granting certain incentives to Fisher if it locates in Williamson County; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

NOW THEREFORE, the County and Fisher agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Facility in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

1.01 The Facility consists of approximately two Class A office buildings of 278,000 square feet, with an accompanying parking garage.

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ARTICLE II FISHER INTENTIONS

- 2.01 Fisher will acquire the Facilities on or before July 30, 2011.
- 2.02 Fisher intends to invest approximately \$25 million in facility improvements and personal property.
- 2.03 Fisher intends to transfer 750 full-time equivalent employees and hire 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012.

ARTICLE III COUNTY INTENTIONS

3.01 In consideration of Fisher performing as set forth in Article II above, the County will provide equal annual payments to Fisher over a seven year term totaling \$500,000.

ARTICLE IV LEGAL EFFECT OF MOU

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this day of	, 2011.
W	ILLIAMSON COUNTY, TEXAS
Ву	
	Judge Dan A. Gattis

n Nyquist Presiden

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the City of Round Rock, Texas (the "City") and Fisher-Rosemount Systems, Inc. ("Fisher").

RECITALS

WHEREAS, Fisher is a process management company interested in locating in the City; and

WHEREAS, Fisher is considering the acquisition of two Class A office buildings located at 1100 West Louis Henna Boulevard, Round Rock, Texas containing approximately 278,860 square feet of office space, with an accompanying parking garage known locally as Frontera Vista (the "Facility"); and

WHEREAS, Fisher is also considering investing approximately \$25 million in building finish-out and personal property; and

WHEREAS, Fisher intends to transfer 750 full-time equivalent employees, including contract workers, to Round Rock by April 1, 2012 and hire an additional 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012; and

WHEREAS, the City desires businesses such as Fisher to locate in the City; and

WHEREAS, the City is willing to consider granting certain incentives to Fisher if it locates in the City; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

NOW THEREFORE, the City and Fisher agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Facility in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

1.01 The Facility consists of two Class A office buildings containing approximately 278,860 square feet of office space, with an accompanying parking garage.

ARTICLE II FISHER INTENTIONS

- 2.01 Fisher intends to acquire the Facility on or before July 30, 2011.
- 2.02 Fisher intends to invest approximately \$25 million in Facility improvements and personal property.

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- 2.03 Fisher intends to transfer 750 or more full-time equivalent employees, including contract workers, to the Facility no later than April 1, 2012.
- 2.04 Fisher intends to retain said 750 full-time equivalent employees and hire 125 full-time equivalent employees, including contract workers, over a three year period beginning January 1, 2012.
- 2.05 Fisher intends to generate at least 10,000 hotel/motel nights per year in the City.

ARTICLE III CITY INTENTIONS

- 3.01 In consideration of Fisher performing as set forth in Article II above, the City intends to enter into one or more economic development incentive agreements containing the following provisions:
 - (a) Waiver of City permit fees associated with the building finish out and other applicable new construction permit fees;
 - (b) Expedited City approval of required permits;
 - (c) A payment by City to Fisher of \$250,000 upon Fisher obtaining the certificate of occupancy from City for the Facility;
 - (d) Equal annual program payments by City to Fisher over a seven year period totaling \$750,000; and
 - (e) In consideration of new sales and use taxes sourced to the City from sales generated by Fisher, the City agrees to explore the potential for future sales and use tax revenue sharing opportunities.

ARTICLE IV LEGAL EFFECT OF MOU

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this day	of June, 2011.
	CITY OF ROUND ROCK, TEXAS
	Ву:
	Alan McGraw, Mayor FISHER ROSEMOUNT SYSTEMS, INC.
	By: It with

authorizing advertisement and setting date for annual contracts (RFP's) Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 26, 2011 at 2:00 PM in the Purchasing Department to receive proposals for annual contracts for FY 2012.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: List Requests for Proposals FY2012

Link: Mal Practice EMS 12WCAP102

Link: Electronic Home Monitoring 12WCAP113

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 06/16/2011 10:00

ΑM

Final Approval Date: 06/16/2011

FY2012 ANNUAL CONTRACT RFP's

Tuesday, July 26, 2011 – 2:00pm

Name of Proposal	Department
Mal-Practice Insurance	EMS
Electronic Home Monitoring System	Juvenile Services



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

http://www.wilcogov.org/purchasing

REQUEST FOR PROPOSAL

MAL-PRACTICE INSURANCE FOR WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES (EMS)

ANNUAL CONTRACT

PROPOSAL NUMBER: 12WCAP102

PROPOSAL MUST BE RECEIVED ON OR BEFORE: JULY 26, 2011 - 1:30pm

PROPOSAL WILL BE PUBLICLY ACKNOWLEDGED: JULY 26, 2011 - 2:00pm

PROPOSAL SUBMISSION

<u>DEADLINE</u>: Proposals must be received in the Williamson County Purchasing Department on or before 1:30 pm, July 26, 2011. The proposals will be publicly acknowledged at 2:00 pm or shortly thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

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

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

PROPOSAL REQUIREMENTS

QUADRUPLICATE AND CD: All proposals must be submitted in quadruplicate (1 original complete proposal set and 3 copies of the proposal set) AND 1 CD. The proposal sets must be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation.

<u>SEALED:</u> All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. <u>If an overnight delivery service is used</u>, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

<u>REFERENCES:</u> 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.

<u>LEGIBLITY</u>: Proposals must be legible and of a quality that can be reproduced.

<u>FORMS</u>: 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.

<u>LATE PROPOSAL</u>: Proposals 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.

<u>RESPONSIBILITY</u>: 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

<u>THIRTY DAYS</u>: Awards should be made approximately thirty (30) days after the proposal opening date. Results maybe 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 the following option granted to local government's under the Texas Local Government Code.

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.

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

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, Kenny Schnell, Williamson County EMS, 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 proposer.

MAL-PRACTICE INSURANCE FOR EMS PROPOSAL

<u>CONTRACT PERIOD(S)</u>: The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013 October 1, 2013 through September 30, 2014

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 July 19, 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:

Kenny Schnell 303 Martin Luther King Georgetown, TX 78626 (512) 943-1264 kschnell@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: 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 proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. 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 lowest and best proposal, but for no longer than the current fiscal year.

<u>ESTIMATED QUANTITIES</u>: 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.

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

<u>SALES TAX</u>: 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.

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

<u>PURCHASE ORDER</u>: 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.

<u>PAYMENT</u>: 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.

<u>ETHICS</u>: 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.

<u>DOCUMENTATION</u>: 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.

<u>FOR CAUSE</u>: 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.

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

Williamson County Emergency Medical Service is requesting Proposals for Professional Liability Insurance coverage.

The named insured shall be "Williamson County"

Limits of Liability: Please quote \$1,000,000.00 each occurrence as a minimum and \$2,000,000.00 aggregate as a minimum.

Full Prior Acts Coverage

Emergency Medical Service Professional Liability Insurance includes coverage for twenty-four (25) ambulances specified as: fifteen (16) paid units, nine (9) reserve units, and one (2) supervisor unit

Policy shall provide off-duty coverage for persons insured while conducting professional services.

Policy shall exclude Hospital or Physician as pertains to this coverage, except the Williamson County EMS Medical Director.

Policy shall exclude fire fighting activities as pertains to this coverage.

Policy shall include Volunteer Attendants and Medical Director while serving in the Medical Director capacity, as pertains to this coverage.

Policy shall include:

Directors and Officers liability Employee Benefits liability Employment Practices liability Outside Directorship liability

Other Information:

- 1. The coverage area will be approximately 1134 square miles.
- 2. The population of the county covered is approximately 410,000
- 3. It is estimated that the EMS department will respond to 30,000 emergency calls per year and 1400 nonemergency calls per year
- 4. There are:
 - a. One hundred thirteen (113) full time paramedics
 - b. Two (2) part time paramedics
 - c. Zero (1) part time EMT
- 5. There is a crew of two (2) EMTS-P assigned per ambulance and an annual requirement of 40 hours of training for each member.

Policy Term: Please submit a proposal for a one (1) year term and a three (3) * year term.

*Payment shall be made at the beginning of each of the three fiscal years covered under this agreement, however, it is understood that the County shall have the right to terminate the policy at the end of any fiscal year if the Commissioner's Court of the County does not appropriate moneys sufficient to pay the premium for the next fiscal year.

Policy Date Shall Be: 10-01-2011 TO 09-30-2012

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) WIAL-PRACTICE INSURANCE FOR EINS PROPOSAL PAGE 5 OF	f 7

WILLIAMSON COUNTY PROPOSAL FORM

MAL-PRACTICE INSURANCE FOR WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES (EMS)

ANNUAL CONTRACT

PROPOSAL NUMBER: 12WCAP102

NAME OF PROPOSER:	
Mailing Address:	
City:	State: Zip:
Email Address:	
Telephone: ()	Fax: ()
By signing this form: • The bidder confirms that he/she has read the en • The bidder is acknowledging the Conflict of Inter	tire document and agrees to the terms herein. rest Clause and agrees to follow necessary requirements
	he/she is authorized to bind the bidder to fully comply with the Specifications, and Special Provisions for the amount(s) shown o
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

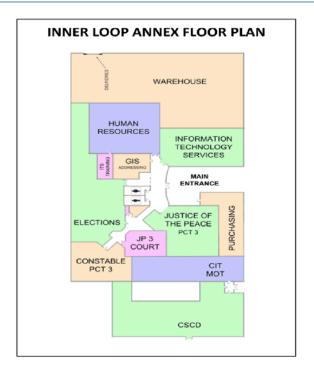
Directions:

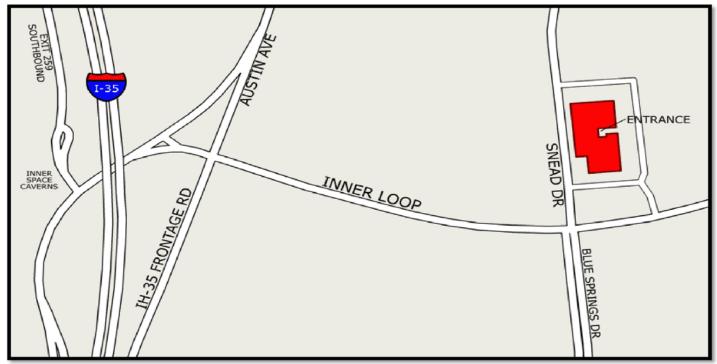
From South (Austin, Round Rock)

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







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

http://www.wilcogov.org/purchasing

REQUEST FOR PROPOSAL

ELECTRONIC HOME MONITORING SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES

PROPOSAL NUMBER: 12WCPA113

PROPOSALS MUST BE RECEIVED ON OR BEFORE: JULY 26, 2011 – 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: JULY 26, 2011 - 2:00 PM

PROPOSAL SUBMISSION

<u>DEADLINE</u>: Proposals must be received in the Purchasing Department on or before 1:30 pm on Tuesday, July 26, 2011. Proposals will be publicly acknowledged 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.

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

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

PROPOSAL REQUIREMENTS

SUBMITTAL: TRIPLICATE: Proposals are to be submitted in triplicate (1 original complete Proposal set and 1 copy of the Proposal set AND 1 CD including all required information). The Proposal sets should be marked "original" or "copy". A "Proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies should have the same attachments as the original.

<u>SEALED:</u> All Proposals must be returned in a sealed envelope. Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the envelope. <u>If an overnight delivery service is used</u>, the Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

<u>REFERENCES:</u> 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.

<u>LEGIBLITY</u>: Proposals must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All proposals should be submitted on the forms provided in this Proposal document. Changes to proposal forms made by proposers may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

<u>LATE PROPOSAL</u>: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for delay of mail, courier service, etc.

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

<u>THIRTY DAYS</u>: 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.

<u>CONTRACT</u>: This proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

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, Robyn Murray, Financial Director of Juvenile Services, 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 proposer.

<u>CONTRACT PERIOD(S)</u>: The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions for maintenance include:

October 1, 2012 through September 30, 2013 October 1, 2013 through September 30, 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. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-four (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.

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:

Samara Henderson Williamson County Juvenile Services 1821 SE Inner Loop Georgetown, TX 78626 (512) 943-3205 shenderson@wilco.org

MISCELLANEOUS

<u>FOB DESTINATION</u>: 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: 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 proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. 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 lowest and best proposal, but for no longer than the current fiscal year.

<u>ESTIMATED QUANTITIES</u>: 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.

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 through September 30, 2012 fiscal year.

<u>SALES TAX</u>: 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.

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

<u>PURCHASE ORDER</u>: 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.

<u>PAYMENT</u>: 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.

<u>CONFLICT OF INTEREST</u>: 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.

<u>ETHICS</u>: 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.

<u>DOCUMENTATION</u>: 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.

WORKERS' 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 Division of Workers' Compensation requirements.

GENERAL INFORMATION

Williamson County Juvenile Services invites qualified vendors to submit a proposal to provide electronic monitoring services for juveniles as ordered by the Court. The services include providing GPS (Global Positioning System) equipment and 24/7 monitoring as well as the enrollment, installation, daily scheduling for up to fifty (50) juveniles per month. Radio frequency based monitoring systems will not be considered.

REQUIREMENTS

Standards for Service:

The one piece unit electronic monitoring system shall utilize the most current available equipment with Global Positioning Systems (GPS) transmission, which must meet industry standards. The system must verify the offender's presence at the location directed by the Court the community supervision officer, and be equipped with tamper resistant instruments. The pricing must be all inclusive, monitoring, delivery and training.

- The proposer shall have a web based enrollment procedure that can easily be completed by staff with minimal training and difficulty.
- The proposer shall have a variety of plans to include passive and active monitoring.
- The proposer shall have a "ping" option for real time with no added cost.
- The proposer shall maintain replacement parts adequate for the proper provision of on call service.
- The proposer shall provide all materials required for monitoring and spare units, at no cost to the county until activation.
- The proposer shall maintain and replace defective parts within 24 hours of notification of a problem. The vendor
 may not limit an order or shipment of an order with a "Minimum Dollar or Quantity Amount."
- All equipment and services provided for under the contract must be serviced and maintained by the vendor for the term of the contract.
- Any alterations in product manufacturing fabrication or delivery of substitute equipment must be approved by the Executive Director, Juvenile Services.
- When a manufacturer of the equipment under contract makes changes or enhancements at no cost to the general trade, the proposer must make these improvements available to Williamson County Juvenile Services immediately and must maintain the changes at a current level, without increase in cost and warranty.
- The proposer shall provide documentation of product liability insurance; cover the loss or damage from theft and vandalism.
- The proposer is responsible for all equipment utilized, installed and monitored as a part of this contract. This includes lost, damaged, stolen are otherwise misplaced transmitters, receiving units, bands and supplies. **Juvenile Services will not pay for any equipment under any circumstances related to this contract.**

Equipment Specifications:

- All equipment provided for Electronic Monitoring Services shall be of the highest quality and reliability available. The
 equipment shall include, but not limited to, installation kits with necessary equipment to properly install and activate
 system. It should also have spare straps and other equipment necessary for the Probation Office to keep using the
 system between probationers.
- Tamper resistant attachment bands are required.
- Transmitters must be shock resistant and waterproof.

- Transmitter straps must be hypoallergenic and must adjust to accommodate various sized individuals and shall be easily installed on the participant with minimal training and experience of the installer.
- The batteries powering the transmitter must have at least one-year battery life and must be field replaceable.
- Secondary methods of verification are considered an enhancement, but are not required.

Level of Service Required:

- The proposer shall provide staff 24 hours a day, 7 days a week, who are capable of immediately detecting unauthorized absences/late arrivals. In addition to a 24 hour live "help line" to resolve other problems that may arise.
- The service provider shall provide emailed and website reports to the assigned Probation Officer at the beginning of each business day, no later than 8:30am. The report shall include all monitoring information generated since the last report.
- The proposer's staff shall verify unauthorized absences/late arrivals, tampering, equipment malfunctions and shall report such occurrences to Juvenile Services staff by email by 8:30am the following day and website.
- The proposer shall provide copies of computer generated reports of personal data, monitoring data or follow-up reports on monitoring incidents by daily emails and internet access.
- The proposer shall prepare and email within 24 hours to designated staff notices concerning any interruption in service, including the date and time that the interruption began, the date and time that service was restored, a description of the problem and the proposer's plan for avoiding similar problems in the future.
- The proposer shall establish a method of storage of each participant's monitoring data until otherwise notified by Juvenile Services. This information shall be stored on a computer readable medium and provided to Juvenile Services upon request.
- The proposer will record and store results of monitoring at a central location and be able to provide quarterly and/or end of Williamson County fiscal year report indicating statistics on the participants serviced.
- The proposer shall abide by the TDCJ-CJAD standard contract provisions, and any additional contract provisions required by Juvenile Services.
- The proposer shall prevent unauthorized access to the data contained in the computer system by unauthorized staff
 or other parties. Staff who monitor the computer system and have contact with participants must not be able to
 modify monitoring data or programming.
- The service provider's monitoring operations shall be 100% guaranteed. If for any reason monitoring services are not available during any part of the day (for any reason) and that lack of services causes a problem for the agency, there shall be no charges for monitoring of affected offenders during that day.

Security and Privacy:

- Unauthorized access to the system is not allowed and no information is disclosed to any third party without written authorization of the Executive Director of Juvenile Services.
- The confidentiality of offender records is not to be compromised and the proposer shall take the necessary steps to insure privacy.
- The proposer shall maintain for inspection and examination by Juvenile Services all participants' records associated with the contract for the contract life. At the end of the contract term, the vendor shall provide evidence or sworn statements that participant records have been removed from their system.

- The proposer shall ensure that all individuals who have access to or custody of records understand the
 confidentiality requirements of this contract.
- The proposer shall notify the Executive Director of Juvenile Services immediately upon receipt of any legal process requiring disclosure of records of participants.
- The proposer shall, upon request of the Executive Director of Juvenile Services, or in response to a subpoena, appear and testify in any legal proceedings convened by a court, at the proposer's expense.

Disclosure of Information:

- Any personal or monitoring information for any offender made available shall be used only for the purpose of
 carrying out the provisions of the contract, and shall not be divulged nor made known in any manner to any person
 except as may be necessary in the performance of the contract.
- The proposer agrees to assume responsibility for protection of the confidentiality of offender records and that all work shall be performed under the supervision of the proposer or the proposer's responsible employees.

Training:

• The proposer agrees to provide all training deemed necessary by the Executive Director of Juvenile Services to effectively operate the Electronic Monitoring Program. Vendor shall provide on-site training for all program staff. Vendor shall provide all training manuals. Training facility will be provided by Williamson County Juvenile Services.

EVALUATION PROCESS

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

- Compliance with specifications
- Previous experience with vendor
- Price

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 at least three (3) references for other customers you have provided similar services.

1.	Company Name
	Contact
	Title
	Phone
2.	Company Name
۷.	
	Contact
	Title
_	Phone
3.	Company Name
	Contact
	Title
	Phone
4.	Company Name
	Contact
	Title
	Phone
5.	Company Name
	Contact
	Title
	Phone

PROPOSAL SPECIFICATIONS

WILLIAMSON COUNTY PROPOSAL FORM

ELECTRONIC HOME MONITORING SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES

PROPOSAL NUMBER: 12WCPA113

NAME OF PROPOSER: _____

Mailing Address:	
City:	State: Zip:
Email Address:	
Telephone: ()	Fax: ()
Mobile Phone: ()	
By signing this form:	
 The bidder confirms that he/she has read the entire do The bidder is acknowledging the Conflict of Interest Cl 	•
	ne/she is authorized to bind the proposer to fully comply with the terms pecifications, and Special Provisions for the amount(s) shown on the
	Date of Proposal:
Signature of Person Authorized to Sign 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 PAGE 8 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

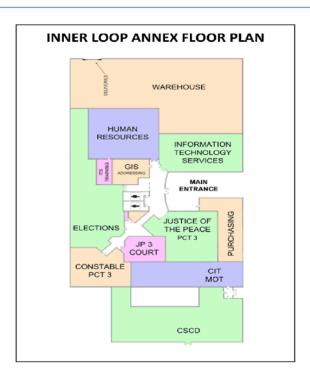
Exit 259

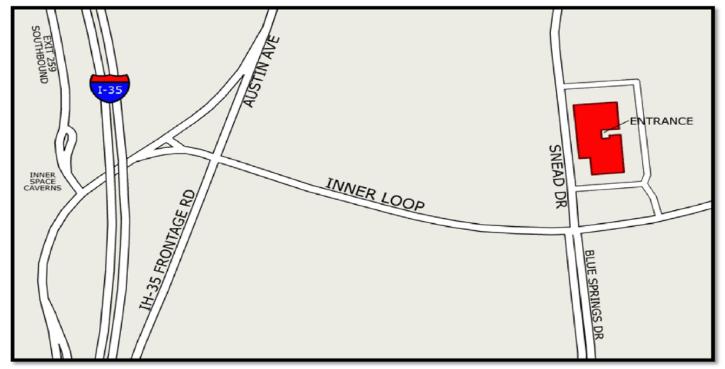
At stop sign, go left under the overpass

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





Trade-in of current communications trailer and purchase new with grant funds and credit

Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Gene Smith, Emergency Communications

Submitted For: Patrick Cobb

Department: Emergency Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on trade-in of current communications trailer to Farber Specialty Vehicles Inc. for credit and purchasing a new mobile communications truck with credit and FY2010 UASI homeland security grant funds.

Background

Fiscal Impact

Francista Acat No. Description Amount Cont Con						
From/10 Acct No. Description Amount Sort Seq	q	Sort Seq	Amount	Description	Acct No.	Erom/To

Attachments

Link: Supporting Documentation

Form Routing/Status

Form Started By: Gene Smith Started On: 06/16/2011 11:39

III Started by. Gene Smith

Final Approval Date: 06/16/2011

Williamson County Emergency Services John Sneed Senior Director 512.943.1264 jsneed@wilco.org



508 S. Rock Georgetown, Texas 78626 Williamson County
Emergency Communications
Patrick Cobb
Division Director
512.943.1389
pcobb@wilco.org

MEMORANDUM FOR RECORD

Re: Mobile Communications Platform Replacement

History

Williamson County received the current mobile communications trailer in October, 2007. It was designed as a "proof of concept" platform to deliver mobile emergency interoperable communications support. The trailer functions as a mobile PSAP (9-1-1 Center). It is also capable of scene response supporting field operations in a communications or command role. It is the only mobile platform in the CAPCOG region and one of only three in the state of Texas with these capabilities.

The concept of providing mobile interoperable emergency communications support to field locations or damaged/destroyed 9-1-1 centers has been proven. The current equipment and personnel are considered a *strategic asset* by the state and routinely contracts with Williamson County for disaster response. Since October 2007, the trailer has been requested over 60 times and has provided a response to 54 of those requests. To date, all state and federal disaster responses have been 100% reimbursed to the county.

Current Situation

Although the electronic equipment installed on the trailer is in good condition, the platform is not. The original trailer was purchased as a commercial utility trailer and subsequently refurbished into its current configuration. This solution has proven to be less than optimal for heavy-duty public safety use; the travel and working environments in disaster areas has taken their toll on the integrity of the platform. Extensive structural repairs and enhancements have been performed on the trailer to maintain its worthiness. Unfortunately, that is no longer sustainable.

Replacement

Recognizing the need to maintain the capabilities of the platform, the Department of Homeland Security, State of Texas, and the Austin Urban Area Security Initiative (UASI) program allocated \$291,000 in FY 2010 homeland security grant funds to Williamson County. These funds are dedicated to the purchasing a heavy-duty replacement platform and maintaining the new platform as a *strategic asset*.

Williamson County Emergency Services John Sneed Senior Director 512.943.1264 jsneed@wilco.org



508 S. Rock Georgetown, Texas 78626 Williamson County
Emergency Communications
Patrick Cobb
Division Director
512.943.1389
pcobb@wilco.org

Williamson County has performed an exhaustive needs assessment and defined requirements for the new platform. A heavy-duty truck chassis; purpose built to provide a public safety emergency communications response was selected. The proposed truck chassis is designed and engineered to withstand the rigors of field operations for a minimum of (10) ten years. In addition, it is expandable and as technology or requirements change, the chassis and custom communications module can be adapted to meet those new challenges.

The company selected to construct the new truck (Farber) is an existing Williamson County vendor and recently completed the successful Mobile Command Post truck in 2010. They are an international corporation specializing in the custom design and construction of mobile public safety vehicles and are listed as an approved vendor on the Texas Buy Board (#300-08). The truck power plant is already supported by Williamson County Fleet Services.

Funding

The existing communications trailer was purchased in 2006 with Homeland Security grant funds. The trailer will be traded-in to Farber and a credit of \$154,000 applied to the total purchase price of the new truck.

As mentioned previously, the county has already received and accepted \$291,000 in FY2010 grant funds for this project making the total package valued at \$445,000.

Annual maintenance costs and recurring subscription services to satellite and wireless communications providers should remain the same for the new truck platform.

Conclusion

Williamson County has proven to be a leader in mobile interoperable emergency communications and command support for complex field problems and disaster response. These capabilities are supported by all levels of government; with the citizens of the county in direct benefit. This is an excellent opportunity to upgrade and enhance these capabilities with a new truck platform and extend the life of the strategic asset at no additional cost to Williamson County.

Sincerely,

Patrick Cobb CEM, ENP, EMT-P Director Emergency Communications Williamson County, Texas

T S STATE WITH STATE OF PUBLIC OF PU

Date of Award

13. DUE DATE: December 4, 2010

Texas Department of Public Safety

2010 Sub-Recipient Award

for

Williamson County

October 20, 2								
1. Sub-Recipien	t Name and Addr	ess	2. Prepared	by: Seals, F	reddie	3. SAA Awar	rd Number: 10-SR 48491	-01
			4.		Federa	Grant Infor	mation	
Judge Dan /	A. Gattis		Federal Gran	nt Title:			nd Security Grant Progra Area Security Initiative (
Williamson			Federal Grant Award Number: 2010-SS-T0-0008					
710 Main St	t., Ste. 101 n, TX 78626	Date Federal Grant Awarded to TxDPS: August 1, 2010						
Congetown	,, 17, 70020		Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate					
5.	HEPER	Awar	d Amount and	Grant Brea	akdowns			
		A				Grant P	eriod:	
	0.10	Award (Federal)			Fro	m:	To:	
	CFDA	97.008			Aug 1,	2010	Jul 31, 2012	
	\$291	,000.00			(The SAA mus	st receive all in perio	voices by the end of grant od)	
6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).								
7. Method of Payment: Primary method is reimbursement.								
debarred, suspe	8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0							
9.	HILL		Agency /	Approval				
Approving TxDP	S Official:			Signature	of TxDPS Off	ficial:		
State A	E. Bruno, Adr Administrative Department o				8	pue E	Bruss	
10.			Sub-Recipier	nt Accepta	nce			
I have read ar	nd understand	the attached Terms ar	nd Condition	s.				
		d Sub-Recipient official:		Signature	of Sub-Recip	ient Official:		
	A Gattis				1.7			
Coun	ty Judge			-				
11. Enter Emplo	yer Identification	Number (EIN) / Federa	l Tax Identific	ation Numb	er:		12. Date Signed :	
74600	00978						12-1-10	

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

- 1. Fill in the contact information and sign the Sub-Recipient Award
- 2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
- 3. Fill in the contact information located on Page 4.
- 4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
- 5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

- 1. Assurance Non-Construction Programs, hereinafter referred to as "Exhibit A"
- 2. Assurance Construction Programs, hereinafter referred to as "Exhibit B"
- 3. Certification, hereinafter referred to as "Exhibit C'

<u>Failure to Perform</u>. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

tial _____ Date _1Z-1-10

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

<u>Sub-recipient Agreement Funds Defined and Limit of Liability</u>. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

- 1. the reasons for such termination;
- 2. the effective date of such termination; and
- 3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

<u>DPS/SAA's Right to Audit</u>. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

<u>Sub-recipient's Liability for Disallowed Costs</u>. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial _____ Date ______Date _______Date

- B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
- F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.
- G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

- A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.
- B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

- A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.
- B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

DPS/SAA Contact Information

Deputy Director, Homeland Security

Texas Department of Public Safety

State Administrative Agency

P.O. Box 4087

Austin, TX 78773-0220

Sub-Recipient Contact Information

(Please Fill-In Contact Information below)

Name: Jarred R. Thomas

Title: EMC

Agency: Office of Emergency Management Address: 303 Martin Luther King Georgetown, TX 78624

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

- 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local
- 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

- 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87) 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
- 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations
- C. Audit Requirements OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FÉMA.
- E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.
- The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

- Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).
- H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award. and the approved application.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §-__.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

<u>Authorized Representative</u>. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Date 12 · 1 · 10

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

<u>Written Amendment</u>. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

<u>Authority to Amend</u>. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Initial Date 12.1.10

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Initial Date 12.1.10

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

- a) Provisions applicable to a sub-recipient that is a private entity.
 - i) You as a sub-recipient, your employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect: or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
- b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
- c) Provisions applicable to any recipient:
 - i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

- iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.
- d) Definitions. For purposes of this award term:
 - i) "Employee" means either:
 - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii) "Private entity" means:
 - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
 - (b) A for-profit organization
 - iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

- a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate info	rmation and sign.
Dyn A Gattis Type Name of Authorized Official	
Type Name of Authorized Official	
County Judge	
Title	
Sub-recipient Organization	4
Sub-recipient Organization	
Signature of Authorized Official	Date

Initial Date 12.1.10

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

- 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
- 2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Dan A Ga His Type Name of Authorized Official	
Type Name of Authorized Official	
County Judge	
Title	
Williamson Countr	1
Sub-recipient Organization)
Signature of Authorized Official	Date ·

Initial Date 12. J. 10

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
- 2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- 4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- 6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
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- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Date 12.1.10

- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

Dan A Gattis	
Type Name of Authorized Official	
County Judge	
Title	
Sub-recipient Organization	4
Sub-recipient Organization	J
Signature of Authorized Official	Date

Exhibit C

Certifications

(print), as the authorized official of Williamson County certifies the following The undersigned, to the best of his/her knowledge and belief

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:
 - Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going towww.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/prchttp://www.window.state.tx.us/prcurement/prog/vendor_performance/debarred/
 - 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
 - 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)
- The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.
- G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Dan A Gaths	
Type Name of Authorized Official	
County Judge	
Title .	
Williamson Count	y
Sub-recipient Organization	
han A	
Signature of Authorized Official	Date

Initial _____ Date _______Date ________



7052 Americana Parkway Columbus, OH 43068 Toll Free: (800) 331-3188 Fax: (614) 759-2098

QUOTATION

 Name:
 Williamson County 911

 Contact:
 Patrick Cobb CEM

 Address:
 508 South Rock

City, ST, Zip: Georgetown, TX 78626
Telephone: 512.943.1206
Email: pcobb@wilco.org

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	Texas Buy Board
Steve Goodyear	180	Farber	Destination	Net 30	#300-08

M20000	Quantity 1	MODEL M2-106 FOB CONTINENTAL U.S.	Unit Price \$444,845.00	Total Price \$444,845.00
		OPTIONS: Existing Communications Trailer Credit Trade-in	(\$154,000.00)	(\$154,000.00)
		EXTERIOR OPTIONS		
M20008	1		¢4 500 00	¢4 500 00
M20008	1	Carefree Mirage lateral arm box awning, 18' Custom slide out room, up to 12' in length x 24", electric	\$4,590.00 \$17,018.00	\$4,590.00
		· ·	\$4,857.00	\$17,018.00
M20010	1			\$4,857.00
M20011	1	· ·		\$1,167.00
M20012	1	Roof rail, additional, for mounting antennas, eight foot section	\$447.00	\$447.00
M20021	1	Paint exterior below belt rail custom color, non-metalic	\$4,367.00	\$4,367.00
		AUDIO/VIDEO OPTIONS		
M20027	1	40" LCD monitor, NEC 4010, with exterior view w/ weather-proof door	\$6,316.00	\$6,316.00
M20030	1	TV antenna, roof mounted w/ booster	\$145.00	\$145.00
M20043	1	Rear speakers	\$364.00	\$364.00
		2-WAY RADIO & PHONE COMMUNICATIONS		
		COMPUTER AND SATELLITE		
M20064	2	24-port switch & CAT 6 patch panel	\$632.00	\$1,264.00
M20065	3	CAT 6 network with printer/fax/scanner	\$6,321.00	\$18,963.00
M20071	4	Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64	\$1,167.00	\$4,668.00
		H.V.A.C.		
	4	PLUMBING OPTIONS	# F 007 00	05.007.00
Non-Coi	1	Lavatory with marine toilet, pump, sink, holding & water tank, hot water heater, monitor panel	\$5,967.00	\$5,967.00
		LOW VOLTAGE OPTIONS		
M20083	1	Entrance door lock, electro-magnetic w/ exterior keypad	\$1,001.00	\$1,001.00
		120-240 VOLT OPTIONS		
M20086	1	20KW water cooled diesel generator, compartment installed, remote start.stop	\$12,136.00	\$12,136.00
	_	LIGHTING		
M20093	1	LED light package, and eight 900 series lights	\$5,591.00	\$5,591.00
		APPLIANCES		
Non-Cor	1	Microwave oven, cabinet mounted	\$385.00	\$385.00
Non-Cor	1	Refrigerator, AC/DC, compressor operated	\$914.00	\$914.00
M20102	1	Exterior graphics package	\$4,862.00	\$4,862.00
		ENHANCEMENTS		
M20103	315	Install customer supplied radios and equipment per hour (I/O Panel Customer Supplied Items)	\$82.00	\$25,830.00
		FINAL PROJECT TEXAS BUY-BOARD CONTRACT PRICE		\$290,845.00





FARBER MODEL: M2-ISC 330-330HP FEATURES

I. DIMENSIONS

1.	Overall Length	36 ft. 10 in.
2.	Exterior Width	102 in.
3.	Overall Height (with roof air conditioner)	12 ft.
4.	Interior Width	98 in.
5.	Interior Headroom	82 in.
6.	Interior Floor Length (behind cab area)	27 ft. 6 in.

II. CHASSIS SPECIFICATIONS

1.	Chassis Type	Freightliner M2 106 conventional chassis
		1 101911111101 IVIZ 100 0011V0111101141 01140010

2. Wheelbase 276"

3. GVWR 33,000 lbs.

4. Frame 7/16" x 3-9/16" x 11-1/8" steel frame

5. Engine Cummins ISC

330 H.P. @ 2000 RPM 1000 lb./ft. @ 1400 RPM

6. Transmission Allison 3000 EVS automatic with PTO provision

WTEC calibration - 6 speed

Push button, electronic shift control, dash mounted Water to oil transmission cooler, frame mounted

7. Alternator 12V, 275 amp 40-SI quadramount pad alternator with

remote battery voltage sense

8. Batteries (2) alliance 1231 group 31, 1900 CCA

Threaded stud batteries
Battery box frame mounted

9. Brakes Air brake package

Wabco 4S/4M ABS

Reinforced nylon, fabric braid & wirebraid chassis air lines

Steel air brake reservoirs

10. Fuel Tank 50 (U.S.) gallon capacity, aluminum tank left side

50 (U.S.) gallon capacity, aluminum tank right side

Alliance fuel filter/water separator with heated bowl and

indicator light

Instaheat fuel heater (2 tanks)

11. Front Axle 12,000 lb. dropsingle front axle

Non asbestos front brake lining Conet cast iron front brake drums

Front brake dust shields

Meritor automatic front slack adjusters

12. Suspension 12,000 lb. taperleaf

Front Maintenance free rubber bushings
Front sway bar and shock absorbers

13. Rear Axle 21,000 lb., R-series single rear axle

6.14 rear axle ratio

Trac-Tech full time no-spin differential Conet cast iron rear brake drums

Rear brake dust shields

Meritor automatic rear slack adjusters

14. Suspension 21,000 lb., 52" variable rate multi-leaf spring

Rear Spring suspension, no axle spacers

15. Cooling Anti-freeze protection; ethylene glycol, to -60F

16. Steering TRW THP-60 power steering pump

2 quart see through power steering reservoir Adjustable tilt and telescoping steering column

17. Horns Dual polished aluminum air horns

Dual electric horns Back up alarm

18. Instruments Low air pressure light and buzzer

Single brake application air guage

Cruise control Electric fuel gauge

Engine and trip hour meters

Electric engine oil pressure gauge Electronic tachometer, 3000 RPM

Digital voltage display

Transmission oil pressure gauge

19. Tires 11R 22.5, 14 ply radial (16 ply rear)

Spare tire provided, shipped loose

20. Wheels 22.5 x 8.25 10 hub pilot aluminum disc

Dual rear wheels

Polished front and outer rear

21. Exhaust Stainless steel

22. Miscellaneous Heater, defroster and air conditioning

AM/FM/CD with two cab speakers Front tow hooks, frame mounted

Three piece chromed steel front bumper

Dual bright heated west coast mirrors w/ remote

Electric powered cab windows

Extreme climate thermal cab insulation

Electric door locks

Bostrom Talladega 910 high back, air suspension, driver and passenger seats with dual armrests and 3 point fixed D-ring

seatbelts

III. BODY SPECIFICATIONS

1. Body shall be aluminum construction.

- 2. Aluminum exterior body skin, .050" thickness.
- 3. Roof to be one piece aluminum, .040" thickness.
- 4. Body construction shall maximize smooth surfaces and rounded corners.
- 5. Structural members shall be on a spacing of 18" or less on center for side, front, and rear posts.
- 6. Structural members shall be on a spacing of 16" or less on center for the floor and roof.
- 7. Door openings shall have structural headers and double wide vertical uprights around the perimeter of each opening.
- 8. All front, rear, and top body outer surfaces shall be joined with minimum 3" structural extruded aluminum radius corners.
- 9. All joints and seams shall be sealed and weather-proofed.
- 10. Drip moldings shall be provided above entry doors and compartments.
- 11. The transition from the cab to body shall be open to allow personnel to walk from cab into the body area. All locations where personnel could hit their head when moving to and from the cab area shall be upholstered with dense foam backing to prevent injuries.
- 12. Body shall have a swing out door on the passenger side of the vehicle with 32" opening and two (2) interior step wells. Hinge shall be full length stainless steel. Door shall be constructed with extruded aluminum frame.
- 13. An exterior vertical stainless steel handrail shall be provided, 36" x 1.25" dia.
- 14. Slam lock hardware to be supplied on all doors.
- 15. Three (3) sets of keys shall be provided for cab doors, entry door and compartments.
- 16. Full body width aluminum rear bumper provided.
- 17. Body to be fully undercoated.
- 18. Mudflaps with anti-sail brackets on rear axle.

IV. PAINTING / GRAPHICS

- 1. The final finishing of this vehicle shall be to commercial truck standards.
- 2. All paint applications shall conform to the paint manufacturers requirements and recommendations.
- 3. Cab, single color, Freightliner OEM, high gloss white.
- 4. Reflective stripe, 4" wide, provided on sides and rear of the vehicle.
- 5. Custom computer generated vinyl graphics provided to customer specifications. Includes up to eighty 10" letters and fifty 6" letters. Graphics package does not include production of custom shields or seals.

V. INTERIOR

- 1. Electric forced air heat designed to distribute an even amount of heat to all areas.
- 2. An oak framed dry erase board measuring approximately 4' x 3' shall be furnished and secured to sidewall.
- 3. One (1) 9V smoke alarm.
- 4. Two (2) *ABC* dry chemical fire extinguishers, carbon dioxide, minimum 5-pound units, with dial type indicator, in quick release brackets provided.
- 5. Cover load space entry doors with 1/2" exterior grade plywood and *Kemlite* .090" FRP. Provide .100" bright aluminum tread plate at bottom.
- 6. Adjustable ergonomic office type chair, with pneumatic height control, swivel pedestal and five (5) caster wheels to be provided for each workstation. Chairs shall be cloth upholstered, seat height and back supports shall be adjustable. Chairs shall be secured in knee space area for travel by a strap or bungee cord. All chairs to have protective plastic edge on rear corners to prohibit damage from countertop edges.

VI. WALLS, CEILING AND FLOOR

- The entire body, sides, ends and roof including doors, shall be completely
 insulated to enhance the performance of the heating and cooling systems and
 prevent external noise from entering the vehicle interior. The insulation shall be
 non-settling type, vermin-proof, mildew-proof, fire retardant, non-toxic and nonhygroscopic.
- 2. Interior body sideposts covered with 3/4" plywood subwall.
- 3. Subwall covered with *Kemlite* .090" FRP lining, or equivalent. Wall covering is a continuous piece front to back, no seams.
- 4. Interior roof supports covered with 1/2" plywood.
- 5. Finished ceiling to be sound absorbing, flame retardant, solution dyed polypropylene fiber material, 24 oz. minimum. Class A rated per ASTM E-84.
- 6. Continuous run front to rear.
- 7. All bulkheads to be *Kemlite* finished.
- 8. Install 5/8" minimum exterior grade plywood underlayment for floor.
- Floor to be covered with Lonseal Loncoin II Fleckstone, or equivalent, non-skid commercial grade PVC flooring. The flooring is to be a continuous piece front to back.

VII. CABINETS

- 1. All cabinets to be constructed of 3/4" exterior grade plywood with laminate finish.
- 2. No particle board or fiber board materials to be used in cabinet construction.
- 3. All cabinet doors to be finished with dry erase boards.
- 4. All cabinet doors and drawer fronts to have chrome finished *Lamp* catches with deadbolt to prevent opening while vehicle is in motion.
- 5. All cabinets to be glued and screwed, no staples.
- 6. Shelves are to be constructed of 3/4" exterior grade plywood with no voids on sides and have 2" extruded aluminum front lip.
- 7. All shelving is to be adjustable on 1/2" increments using zinc-plated track and hardware.
- 8. All horizontally hinged overhead cabinet doors to be held open with spring loaded lift support cylinders.
- 9. All drawers are to use heavy-duty, ball bearing, double-action drawer slides.
- 10. Countertops to be 3/4" plywood with laminate finish (color to be determined). All exposed edges to be 3/4" x 1-1/2@ oak with a beveled top edge to prevent chipping.

VIII. 120/240V AC ELECTRICAL SYSTEM

- 1. Chassis OEM furnished electrical system interfaces shall be utilized to the maximum extent possible.
- 2. Separate 115V AC and 12V DC circuit breaker and control panels shall be provided and located in an area with the generator control panel.
- 3. Install one (1) Kohler 20Kw commercially rated, water- cooled diesel powered generator.
- 4. Generator compartment is to be insulated with high density sound absorbing foam and oil resistant foil faced lining.
- 5. Generator shall be plumbed to draw fuel from chassis fuel tank.
- 6. All 120/240V AC main wiring is to be stranded, bundled and color coded THHN wire.
- 7. All 120/240V wiring shall be accessible in ENT conduit, raceways or Sealtite.
- One (1) 120/240V AC control panel with generator and shore power main breaker.
 UL listed magnetic/hydraulic branch circuit breakers with LED indicators to show activation.
- 9. Install duplex wall outlets at each workstation and appliance locations.
- 10. Two (2) exterior 115V duplex outlets shall be furnished, one on each side.
- 11. Install three (3) *Coleman* model 7633 mach 3 P.S. low profile 15,000 BTU air conditioner with 5,600 BTU heat strip.
- 12. All electrical circuits and appliances shall conform to applicable national electrical codes.

IX. 12V DC ELECTRICAL SYSTEM

- 1. In addition to the chassis batteries, two (2) Interstate group 31 deep-cycle batteries to be provided. Charging shall be by vehicle alternator and by battery conditioner. These batteries shall be utilized to start the generator.
- 2. All 12V wiring THHN stranded, bundled, color coded and numbered.
- 3. Two (2) commercial duty fan cooled power converters, 90 amp output, *lota* or equal. The converters shall have a minimum of 90 amp 12V output and shall supply power to both the vehicle and auxiliary 12V DC systems whenever 115V AC power is available from either generator or shore power.
- 4. Install one (1) *Sure Power* 2403 isolator to allow alternator to charge the main and auxiliary batteries.
- 5. 12V DC control panel with UL listed magnetic/hydraulic circuit breakers with LED indicators to show activation with 12V voltmeter.
- 6. Install sixteen (16) 18" white fluorescent light fixtures on ceiling.
- 7. Install Federal model LF18ERC, 18" flexible, white/red mini-lights with dimmer control at each workstation, mounted under the overhead cabinets.

X. WIRING REQUIREMENTS

- 2-Gauge minimum copper stranded battery cable to be used for 12V DC main supply lines. All cable runs to be full length, no splices. All cable is to be enclosed in convoluted polyethylene tubing and the ends of the cable sealed with color coded shrink wrap identifying the function of the cable.
- 2. All added electrical circuits shall be protected from over current by resettable circuit breakers appropriately rated for the load.
- 3. Circuit breaker functions are to be identified by engraved or printed labels.
- 4. All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-1678D type D.
- 5. All wiring shall be numbered or lettered on 6" centers minimum.
- 6. All wiring is to be protected from chafing and abrasion.
- 7. Where wire passes through sheet metal, bulkheads and structural supports plastic grommets shall be used to protect both wiring and wire looms.

XI. MISCELLANEOUS STANDARD FEATURES

- 1. Five (5) Whelen white quartz halogen model 810 scene lights, with 260 optics on exterior of van body. Two (2) mounted on each side and one (1) mounted on the rear of the vehicle.
- 2. Six (6) Whelen 810 red/blue halogen lights. Two (2) mounted on each side and two (2) mounted on rear of vehicle.
- 3. One (1) roof ventilator, powered, reversible, *Fantastic Vent* or equal.
- 4. Two (2) Cole Hersee M284 master disconnect switches for main battery system and auxiliary battery system.
- Install one (1) Marinco 50A-125/250V AC waterproof shore power inlet, one (1) 36' 50 amp shore power cord with Nema 14P50 connector, 6' 50A pigtail and 50A-to-30A-to-15A adapters.
- 6. Install sign on dashboard with vehicle height listed.

7. Install a payload sticker in cab area with vehicle axle loads and available axle payload as built.

NOTE: Model numbers for individual equipment are subject to change from equipment manufacturers. Lens colors for emergency lighting per customer request. Chassis specifications are subject to model year changes.

All vehicles delivered with as built interior and exterior AutoCad drawings. Complete wiring schematics provided with each vehicle.

Extra and Voluntary Duty Pay BA 06-21-2011 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Lisa Moore, County Auditor

Submitted For: David Dukes

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for June 2011 Extra Duty and Voluntary Duty:

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$9,389.94	01
	0100.0000.341240	Ex Duty Revenue, SO	\$26,457.58	02
	0100.0000.341221	Revenue Const 1	\$1,674.68	03
	0100.0000.341222	Revenue, Const 2	\$1,721.45	04
	0100.0000.341224	Revenue, Const 4	\$30,111.36	05
	0100.0000.341226	Revenue, Juv	\$363.30	06

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Started On: 06/15/2011 08:37

Moore AM Final Approval Date: 06/16/2011

Extra and Voluntary Duty Pay BA 06-21-2011 Commissioners Court - Regular Session

Date: 06/21/2011

Submitted By: Lisa Moore, County Auditor

Submitted For: David Dukes

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for June 2011 Extra Duty and Voluntary Duty pay:

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No. Description		Amount	Sort Seq
	0100.0551.001118 P		\$1,350.00	01
0100.0551.002010		FICA, Const 1	\$103.28	02
	0100.0551.002020	Retirement, Const 1	\$153.90	03
	0100.0551.002050	Worker's Comp, Const 1	\$67.50	04
	0100.0552.001117	Payroll, Const 2	\$472.50	05
	0100.0552.001118	Payroll, Const 2	\$958.63	06
	0100.0552.002010	FICA, Const 2	\$109.49	07
	0100.0552.002020	Retirement, Const 2	\$109.28	08
	0100.0552.002050	Worker's Comp, Const 2	\$71.56	09
	0100.0554.001117	Payroll, Const 4	\$26,730.00	10
	0100.0554.002010	FICA, Const 4	\$2,044.85	11
	0100.0554.002050	Worker's Comp, Const 4	\$1,336.50	12
	0100.0560.001117	Vol Duty, SO	\$6,915.10	13
	0100.0560.001118	Extra Duty, SO	\$21,328.15	14
	0100.0560.002010	FICA, SO	\$2,160.61	15
	0100.0560.002020	Retirement, SO	\$2,431.41	16
	0100.0560.002050	Worker's Comp, SO	\$1,412.17	17
	0100.0570.001117	Payroll, Jail	\$1,420.40	18
	0100.0570.002010	FICA, Jail	\$108.66	19

0100.0570.002050	Worker's Comp, Jail	\$71.02	20
0100.0576.001117	Payroll, Juv	\$322.50	21
0100.0576.002010	FICA, Juv	\$24.67	22
0100.0576.002050	Worker's Comp, Juv	\$16.13	23

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Started On: 06/15/2011 08:42

Moore AN Final Approval Date: 06/16/2011

Bond Projects

Commissioners Court - Regular Session

Date: 06/21/2011

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 of lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
- b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- I) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Avery Station RID.
- q) Discuss proposed acquisition of drainage easements along CR 138.

Background

Fiscal Impact				
From/To Acct No	. Description	Amount	Sort Seq	
Attachments				
No file(s) attached.				
Form Routing/Status				
Form Started By: Charlie Crossfield	Started On: 06/16/2011 10:31 AM			
Final Approval Date: 06/16/2011				

Consultation with Attorney regarding Pending or Potential Claims and Litigation or other confidential attorney-client matters **Commissioners Court - Regular Session**

06/21/2011 Date:

Submitted By: Prejean Henry, County Attorney

Prejean Henry **Submitted For:** County Attorney **Department:** 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) Civil Action No. 1:11-CV-278-SS, Will Aguilar v. Williamson County, Texas, Daniel Robertson and Michael Baxter; In The United States District Court For The Western District of Texas

Background

Fiscal Impact				
From/To	Acct No.	Description	Amount	Sort Seq
Attachments				
No file(s) attached.				

Form Routing/Status

Form Started By: Prejean Started On: 06/16/2011 11:47

Henry AM

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