

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**AUGUST 2ND, 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 – 20 )

5. Discuss and consider approving a line item transfer for JP#2

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/Contingencies	\$18,400		<input type="checkbox"/>
To	0100-0452-004190	JP#2/Autopsies	\$18,400		<input type="checkbox"/>

6. To discuss and consider approving a line item transfer for the County Clerk due to a receipt printer needing repair.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0385.0385.003010	Computer Equipment	150.00		<input type="checkbox"/>
To	0385.0385.004544	Repairs to Office Equipment	150.00		<input type="checkbox"/>

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0503-003005	Furniture	2006.06		<input type="checkbox"/>
From	0100-0503-004100	Professional Services	3643.94		<input type="checkbox"/>
To	0100-0503-004510	Facility Maint/Repair	5650.00		<input type="checkbox"/>

8. Discuss and consider approving a line item transfer for the Tax Office

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From:	0100-0499-004999	Miscellaneous	200.00		<input type="checkbox"/>
To:	0100-0499-004209	Cell Phone/Pager	200.00		<input type="checkbox"/>

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0509-004962	Janitorial Contract Services	6000.00		<input type="checkbox"/>
To	0100-0509-004509	Facility Enhancements	6000.00		<input type="checkbox"/>

10. To discuss and consider approving a line item transfer for Constable Pct. 3

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0553-4621	Copier rental & supplies	\$ 500.00	1	<input type="checkbox"/>
From	0100-0553-3900	Membership dues	\$ 200.00	2	<input type="checkbox"/>
From	0100-0553-3005	Office furniture	\$ 200.00	3	<input type="checkbox"/>
From	0100-0553-3901	Publications/books	\$ 200.00	4	<input type="checkbox"/>
To	0100-0553-3010	Computer equipment	\$ 1,100.00	5	<input type="checkbox"/>

11. Discuss and consider approving a line item transfer for the Extension Services Department

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0665-003101	Educational Aids	200.00		<input type="checkbox"/>
To	0100-0665-004211	Telephone	200.00		<input type="checkbox"/>

12. Consider and take appropriate action regarding a line item transfer for Office of Emergency Management.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0541-004505	Software Maintenance	\$796.53		<input type="checkbox"/>
To	0100-0541-003301	Gas	\$796.53		<input type="checkbox"/>

13. Discuss and consider approving a line item transfer for Road & Bridge

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0200-0210-004232	Training Conf & Seminars	\$ 8,795.51	1	<input type="checkbox"/>
To	0200-0210-005741	Software > \$5,000	\$ 7,313.00	2	<input type="checkbox"/>
TO	0200-0210-003011	Computer Software	\$ 1,482.51	3	<input type="checkbox"/>

14. Discuss and consider approving a line item transfer for the Human Resources Department

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
TO	0100.0402.004100	Professional Services	\$13,800		<input type="checkbox"/>
FROM	0100.0402.004310	Advertising & Legal Notices	\$11,500		<input type="checkbox"/>
FROM	0100.0402.003901	Publications	\$2,300		<input type="checkbox"/>

15. Consider accepting and noting in the minutes 1.5 hours of continuing education for Commissioner Morrison from the Texas Conference of Urban Counties.
16. Discuss and take action on the 3rd Annual Texas Mamma Jamma Bike Ride scheduled for October 1, 2011.
17. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
18. Consider appointment of Priscilla King of Jarrell, to the Williamson County Child Welfare Board.
19. Discuss and consider approving the public assistance contracts for FY11/12.
20. Discuss and consider re-approval of the preliminary plat for the Highlands at Mayfield Ranch (Pct. 3)

## **REGULAR AGENDA**

21. Hear presentation on 2011-2012 Budget Recommendations
22. Discuss 2011-2012 Budget
23. Consider authorizing advertising and setting date for Public Hearing on the 2012 County Budget for August 30th, 2011 at 10:00 am.
24. Discuss and consider adopting salaries and other compensation for Elected Officials, authorize publication of notice as well as written notice to each Elected Official of his/her salary and other compensation to be included in the 2011-2012 budget.
25. Discuss and take appropriate action on road bond program.
26. Discuss and consider approving the attached proposed pre-qualified list for Geotechnical Services in response to RFQ Number: 11WCRFQ1007.

27. Consider approving Change Order No. 4 in the amount of -\$1,684.21 for US 183 @ 3405, a Road Bond Project in Precinct Two.
28. Consider approving Change Order No. 14 in the amount of -\$20,140.00 for US 79 Section 5B, a Pass Through Financing Project in Precinct Four.
29. Consider approving Change Order No. 15 in the amount of \$1,022.33 for US 79 Section 5B, a Pass Through Financing Project in Precinct Four.
30. Consider approving Change Order No. 3 in the amount of \$16,661.05 for Hero Way, a Road Bond Project in Precinct Two.
31. Consider approving Change Order No. 4 in the amount of \$36,278.03 for Hero Way, a Road Bond Project in Precinct Two.
32. Consider approving Change Order No. 5 in the amount of \$550.00 for Hero Way, a Road Bond Project in Precinct Two.
33. Consider approving Change Order No. 1 in the amount of \$7,113.00 for O'Connor Drive, a Road Bond Project in Precinct One.
34. Consider authorizing County Judge to execute an Amended Possession and Use Agreement with APW Corp and Bobby Stanton regarding right-of-way and easements on SH 195. (Parcels 122/125)
35. Discuss and consider approving Additional Service Requests No. 1 through 4 in the amount of \$40,139.76 for the ESOC Project.
36. Discuss and take appropriate action regarding leasing district office space in the J.B. & Hallie Jester Williamson County Annex in Round Rock to Representative Larry Gonzales.
37. Discuss and take appropriate action regarding an amendment to the 2010-2011 Wellness Program Manual.
38. Discuss and take appropriate action regarding an amendment to the Williamson County Sick Leave Pool Policy 8.2.2011
39. Discuss and consider First Amendment to Interlocal Agreement for Law Enforcement Services between Williamson County and Brushy Creek Municipal Utility District.
40. "Discuss and take possible action on continued partnership with Texas Department of Public Safety for emergency incident response and command/communications support"
41. Discuss and take action on clarifying the terms for two of the ESD 5 Board Members Barry Smith and Marvin Gilley.
42. Discuss and take action on the appointment of Pat Sharp to the ESD 5 Board.
43. Reappoint James Daniels and Al Mowdy to ESD 7 Board.
44. Clarify the terms of the Florence ESD 7 Board
45. Consider authorizing County Judge to execute an economic development agreement pursuant to Chapter 381 of the Texas Local Government Code with Office Depot, Inc.



46. Consider authorizing advertising and setting date of August 31, 2011 at 11:00am in the Purchasing Department to receive proposals for Food and Drink Concessions for Williamson County Regional Park, Proposal # 11WCP1010.
47. Consider authorizing advertising and setting date of August 31, 2011 at 3:30pm in the Purchasing Department to receive bids for SH 29 Two-Way Left Turn Lane, bid# 11WC915.
48. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for July 2011 Extra Duty and Voluntary Duty:
49. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for July 2011 Extra Duty and Voluntary Duty pay:

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0551.001117	Payroll, Const 1	\$1,620.00	01	<input type="checkbox"/>
	0100.0551.001118	Payroll, Const 1	\$2,350.00	02	<input type="checkbox"/>
	0100.0551.002010	FICA, Const 1	\$303.70	03	<input type="checkbox"/>
	0100.0551.002020	Retirement, Const 1	\$267.90	04	<input type="checkbox"/>
	0100.0551.002050	Worker's Comp, Const 1	\$198.50	05	<input type="checkbox"/>
	0100.0552.001117	Payroll, Const 2	\$3,905.00	06	<input type="checkbox"/>
	0100.0552.001118	Payroll, Const 2	\$2,022.86	07	<input type="checkbox"/>
	0100.0552.002010	FICA, Const 2	\$453.48	08	<input type="checkbox"/>
	0100.0552.002020	Retirement, Const 2	\$230.61	09	<input type="checkbox"/>
	0100.0552.002050	Worker's Comp, Const 2	\$296.39	10	<input type="checkbox"/>
	0100.0554.001117	Payroll, Const 4	\$40,657.50	11	<input type="checkbox"/>
	0100.0554.002010	FICA, Const 4	\$3,110.30	12	<input type="checkbox"/>
	0100.0554.002050	Worker's Comp, Const 4	\$2,032.88	13	<input type="checkbox"/>
	0100.0554.003301	Fuel, Const 4	\$20,000.00	14	<input type="checkbox"/>
	0100.0560.001117	Vol Duty, SO	\$8,655.50	15	<input type="checkbox"/>
	0100.0560.001118	Extra Duty, SO	\$32,075.78	16	<input type="checkbox"/>
	0100.0560.002010	FICA, SO	\$3,115.95	17	<input type="checkbox"/>
	0100.0560.002020	Retirement, SO	\$3,656.64	18	<input type="checkbox"/>
	0100.0560.002050	Worker's Comp, SO	\$2,036.57	19	<input type="checkbox"/>
	0100.0570.001117	Payroll, Jail	\$2,484.63	20	<input type="checkbox"/>
	0100.0570.002010	FICA, Jail	\$190.07	21	<input type="checkbox"/>
	0100.0570.002050	Worker's Comp, Jail	\$124.23	22	<input type="checkbox"/>
	0100.0576.001117	Payroll, Juv	\$622.50	23	<input type="checkbox"/>
	0100.0576.002010	FICA, Juv	\$47.62	24	<input type="checkbox"/>
	0100.0576.002050	Worker's Comp, Juv	\$31.13	25	<input type="checkbox"/>

## 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)."***

50. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
1. Proposed or potential purchase or lease of property by the County:
    - a) Discuss proposed acquisition of property for right-of-way for 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 Chandler IIIA.
    - k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
    - l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
    - m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
    - n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
    - o) Discuss proposed acquisition of property for right-of-way along CR 170.
    - p) Discuss proposed acquisition of drainage easements along CR 138.
51. Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit Office Depot tax abatement.)
52. 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.  
l) Other confidential attorney-client matters, including contracts.

**53.** Discuss and take appropriate action on real estate.

**54.** Discuss and take appropriate action on economic development issues.

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

a) Litigation or claims or potential litigation or claims against the County or by the County.  
b) Status Update-Pending Cases or Claims;  
c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;  
d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;  
e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District  
f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.  
g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division  
h) 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.  
l) Other confidential attorney-client matters, including contracts.

**56.** Comments from Commissioners.

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Dan A. Gattis, County Judge

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

**Commissioners Court - Regular Session****5.****Meeting Date:** 08/02/2011

Line Item Transfer

**Submitted By:** Ashlie Koenig, County Judge**Department:** County Judge**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for JP#2

**Background**

Number of autopsies ordered have exceed budgeted funding; this transfer should cover expenses through the end of this fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$18,400	
To	0100-0452-004190	JP#2/Autopsies	\$18,400	

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Ashlie Koenig		Started On: 07/25/2011 09:33 AM
	Final Approval Date: 07/26/2011	

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/02/2011

Line Item Transfer for County Clerk's office.

**Submitted For:** Nancy Rister**Submitted By:**Nancy Rister, County  
Clerk**Department:** County Clerk**Agenda Category:** Consent

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**Agenda Item**

To discuss and consider approving a line item transfer for the County Clerk due to a receipt printer needing repair.

**Background**

We have one spare so this one will need to be repaired so it will stop eating checks from customers.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0385.0385.003010	Computer Equipment	150.00	
To	0385.0385.004544	Repairs to Office Equipment	150.00	

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Budget	Ashlie Koenig	07/27/2011 11:33 AM
Form Started By: Nancy Rister		Started On: 07/25/2011 01:10 PM
	Final Approval Date: 07/27/2011	

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/02/2011

Discuss and consider line item transfer for Technology Services

**Submitted For:** Jay Schade**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for Technology Services

**Background**

In order to accomodate GIS staffing, we will need to modify the training room to accomodate new GIS personnel.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-003005	Furniture	2006.06	
From	0100-0503-004100	Professional Services	3643.94	
To	0100-0503-004510	Facility Maint/Repair	5650.00	

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2011 11:22 AM
Budget	Ashlie Koenig	07/27/2011 11:34 AM
Form Started By: Tammy McCulley		Started On: 07/27/2011 07:57 AM
	Final Approval Date: 07/27/2011	

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/02/2011

Line item transfer from 4999 Miscellaneous to 4209 Cell Phone/Pager

**Submitted For:** Deborah Hunt**Submitted By:** Sandra Surratt, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for the Tax Office

**Background**

Transfer funds from Miscellaneous to Cell Phone/Pager in order to cover anticipated expenses for the remainder of the year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From:	0100-0499-004999	Miscellaneous	200.00	
To:	0100-0499-004209	Cell Phone/Pager	200.00	

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2011 11:22 AM
Budget	Ashlie Koenig	07/27/2011 11:37 AM
Form Started By: Sandra Surratt		Started On: 07/27/2011 08:45 AM
	Final Approval Date: 07/27/2011	

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/02/2011

Line Item Transfer

**Submitted By:** Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for Facilities.

**Background**

Requesting funds transfer to add counter space at the Cedar Park Annex Tax Office. The additional counter space will allow Deborah to open up another station, using existing part-time funding to alleviate some of the growing demands/workload from existing staff in the Cedar Park office. There are available funds in the Janitorial Contract Services line due to a lower contract bid than the previous year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004962	Janitorial Contract Services	6000.00	
To	0100-0509-004509	Facility Enhancements	6000.00	

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2011 11:22 AM
Budget	Ashlie Koenig	07/27/2011 11:40 AM
Form Started By: Shirley Taylor		Started On: 07/27/2011 10:51 AM
	Final Approval Date: 07/27/2011	



**Commissioners Court - Regular Session****10.****Meeting Date:** 08/02/2011

Line item transfer

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

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**Agenda Item**

To discuss and consider approving a line item transfer for Constable Pct. 3

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0553-4621	Copier rental & supplies	\$ 500.00	1
From	0100-0553-3900	Membership dues	\$ 200.00	2
From	0100-0553-3005	Office furniture	\$ 200.00	3
From	0100-0553-3901	Publications/books	\$ 200.00	4
To	0100-0553-3010	Computer equipment	\$ 1,100.00	5

**Attachments**LIT July 2011**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2011 02:25 PM
Budget	Ashlie Koenig	07/27/2011 02:46 PM
Form Started By: Theresa Lock		Started On: 07/27/2011 01:04 PM
	Final Approval Date: 07/27/2011	

July 27, 2011

The Honorable Williamson County Commissioner's Court

Dear Judge and Commissioner's:

I am requesting your support and approval for line item transfers at the earliest opportunity.

We are experiencing an unexpected computer failure due to age and wear of existing equipment. I would like to address this issue within my current fiscal year operating budget to avoid a negative impact to our office operations.

The FY2011-2012 proposed budget recommends three (3) replacement desktop computers out of the six (6) computers originally recommended by the IT Department in my budget requests. Like many of us, I am willing to stretch yet another year with existing equipment. However, one (1) of these computers originally proposed for replacement is presently experiencing issues that cannot support the essential programs and functions. I am to understand that this problem may cause a failure. This is unexpected and not currently funded. The line item transfers requested will fund the appropriate line item to purchase essential computer equipment now without sacrificing current operations or next fiscal year's proposed budget.

Thank you again for your consideration. Please feel free to contact me should you need additional information on this matter.

Respectfully,

Bobby Gutierrez, Constable, Pct. 3

**Commissioners Court - Regular Session****11.****Meeting Date:** 08/02/2011

Line Item Transfer

**Submitted By:** Donna Colburn, Ag Extension**Department:** Ag Extension**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for the Extension Services Department

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0665-003101	Educational Aids	200.00		
To	0100-0665-004211	Telephone	200.00		

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Budget	Ashlie Koenig	07/28/2011 10:37 AM
Form Started By: Donna Colburn		Started On: 07/28/2011 09:10 AM
	Final Approval Date: 07/28/2011	

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/02/2011

Jarred Thomas

**Submitted By:** Peggy Vasquez, County Judge**Department:** County Judge**Agenda Category:** Consent

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**Agenda Item**

Consider and take appropriate action regarding a line item transfer for Office of Emergency Management.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0541-004505	Software Maintenance	\$796.53	
To	0100-0541-003301	Gas	\$796.53	

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**Form Review**

Form Started By: Peggy Vasquez

Started On: 07/28/2011 11:55 AM

Final Approval Date: 07/28/2011

**Commissioners Court - Regular Session****13.****Meeting Date:** 08/02/2011

Line Item Transfer for Engineering Division

**Submitted For:** Joe England**Submitted By:**Lydia Linden, Unified  
Road System**Department:** Unified Road System**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for Road &amp; Bridge

**Background**

\$7313.00 (software over \$5,000) This is for Arc Info Software to be used by the new Eng. Assoc. V

\$1083.51 is to cover AutoCAD LT 2012 and annual maintenance also for the new Eng. Assoc. V

\$399.00 is for Google Earth Pro (annual license fee) for County Engineer.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-004232	Training Conf & Seminars	\$ 8,795.51	1
To	0200-0210-005741	Software > \$5,000	\$ 7,313.00	2
TO	0200-0210-003011	Computer Software	\$ 1,482.51	3

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2011 11:07 AM
Budget	Ashlie Koenig	07/28/2011 11:31 AM
Form Started By: Lydia Linden		Started On: 07/28/2011 10:50 AM
	Final Approval Date: 07/28/2011	

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/02/2011

Discuss and take appropriate action for line item transfer for the Human Resource Department

**Submitted For:** Lisa Zirkle**Submitted By:** Sally Goetz, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for the Human Resources Department

**Background**

The contract to purchase the Laserfische Records Management software and implementation services was negotiated and purchased in December, 2010. During the implementation of this software product, it has been determined that the automated workflow features, including annual software support and implementation configuration and training services, should be purchased to allow for the current implementation to move towards a fully automated process. Upon approval of this line item transfer, we will be able to continue with this implementation project to streamline and automate our records management processes.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
TO	0100.0402.004100	Professional Services	\$13,800	
FROM	0100.0402.004310	Advertising & Legal Notices	\$11,500	
FROM	0100.0402.003901	Publications	\$2,300	

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**Attachments**MCC Svs & Ann Software SOW**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2011 11:04 AM
Budget	Ashlie Koenig	07/28/2011 11:29 AM
Form Started By: Sally Goetz		Started On: 07/26/2011 04:12 PM
	Final Approval Date: 07/28/2011	

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## STATEMENT OF WORK

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*\*Please check all boxes below for options desired.*

	Quantity	Cost	DIR-SDD-980	Total
<b><u>ANNUAL SOFTWARE SUPPORT - BASIC LSAP</u></b>				
<input checked="" type="checkbox"/> First Year Managed Services for Workflow *not to exceed 45 hours	1	\$4,500.00	\$4,273.65	\$4,273.65
<b><i>Annual Support Total</i></b>				<b><i>\$4,273.65</i></b>
<i>For budgetary purposes, the Client should include \$5062.50 in annual budget for renewal of LSAP and Managed Services of the above quoted software.</i>				
<b><u>MCCi PROFESSIONAL SERVICES</u></b>				
<input checked="" type="checkbox"/> Workflow Configuration and Training	1	\$9,800.00	\$9,432.50	\$9,432.50
<b><i>Total Project Cost</i></b>				<b><i>\$13,706.15</i></b>

### PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced and billed upon completion of installation. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice.

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## STATEMENT OF WORK

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*To determine which services and products are included with your project, please refer to the Statement of Work above.*

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

### *WORKFLOW CONFIGURATION TRAINING*

MCCi will work with the Client to configure a single defined process based on an agreed upon Measurement of Success (MOS).

#### *Client Deliverables*

- Provide MCCi with a mapped out/narrative of specified business process
- Define each resource and activity of the business process
- Define the Measurement of Success in conjunction with MCCi
- Appointment of Workflow Configuration Administrator
- Metadata requirements
- Sample reports from this process
- IT resources
- Test Database

#### *MCCi Deliverables*

- Up to 2 days onsite with an MCCi Project Manager
- Install and integrate Laserfiche Workflow with current Laserfiche system
- MCCi project manager to collaboratively identify the MOS
- Workflow process based on defined MOS
- Define and set up metadata structure to support the specified workflow process
- Offer best practices in security to support the specified workflow process
- Project Management services up until MOS signoff
- Workflow Managed Services for up to 30 days past MOS signoff date
- Workflow Configuration Administrator Training
- Workflow definitions report – initial and editable draft

Measurement of Success (MOS): Based on MCCi's experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the workflow configuration and will be based primarily on the defined resources/activities provided by the client. A typical initial workflow configuration falls within scope listed below. If these levels are exceeded the business process will be broken down to stay within the scope of services to be offered herein.

Process Symbols	Maximum of 10
Decision Gateways	Maximum of 10
Interaction with external data sources	None <i>Interaction with external data sources is not funded through this package</i>
Document instance per process action	1 <i>Bulk processing is not funded through this package</i>



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## STATEMENT OF WORK

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Custom Scripts	None <i>Custom Scripts are not funded through this package. Workflow process must lend itself to configuration within the Laserfiche Routing, Laserfiche Activities and General Activities of the Workflow Designer Toolbox.</i>
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MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The primary end goal is for the client to have a trained Workflow Configuration Administrator and an initial business process (or one portion of a complex process) configured based on the defined MOS. As a prerequisite, the client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations, including any modifications needed to the configuration of the specified business process.

### *WORKFLOW MANAGED SERVICES*

MCCi 's Workflow Managed Services package is a post-implementation service, and is designed to assist the client's Workflow Configuration Administrator with ongoing consulting and configuration needs.

Workflow Managed Services may be used for the following:

- Additional Workflow Set Up Consultation – MCCi continues to consult and make recommendations on best practices for modifying existing / creating new workflow configurations.
- Additional Remote Training – MCCi offers additional training for the client's Workflow Configuration Administrator. This is ideal for refresher training, as well as for new personnel in the event of turnover.
- Ongoing Security Consultation – Laserfiche security plays a much larger role when business processes are being automated by Laserfiche Workflow. MCCi assists the client's Security and Workflow Configuration Administrators to offer security best practices to align with workflow configurations.
- Leveraging existing system(s) – MCCi will help identify more efficient ways of utilizing the Laserfiche product suite, as well as how to leverage other systems and the related data contained therein.
- Meta-data consultation – Various meta-data objects must be created/modified to match up with specific workflow needs. MCCi will consult and help identify meta-data needs.
- Expiration & Additional Services - MCCi's Managed Services is an annual package and will expire on the same date as your SAP plan. Not to exceed The service can also be adjusted for any additional hours needed.
- Remote Access Support – Managed Services are delivered remotely. Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.

**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 08/02/2011

Continuing Education Hours

**Submitted For:** Ron Morrison

**Submitted By:**

Linda Wipff,  
Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Consent

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**Agenda Item**

Consider accepting and noting in the minutes 1.5 hours of continuing education for Commissioner Morrison from the Texas Conference of Urban Counties.

**Background**

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**Attachments**

2011 Continuing Education

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Linda Wipff		Started On: 07/25/2011 03:49 PM
	Final Approval Date: 07/26/2011	



**Chairman**  
Commissioner  
Mike Cantrell  
Dallas County

**Chair Elect**  
Commissioner  
Eddie Arnold  
Jefferson County

**Immediate Past Chair**  
Judge  
Mike Bradford  
Midland County

**Vice-Chairmen**  
Comm. Tommy Adkisson  
Bexar County  
Comm. Bobbie Mitchell  
Denton County  
Judge Veronica Escobar  
El Paso County  
Comm. Fred Nardini  
San Patricio County  
Judge Dan Gattis  
Williamson County

**Executive Director**  
Donald Lee

**Member Counties**  
Bell ~ Bexar  
Brazoria ~ Brazos  
Cameron ~ Chambers  
Collin ~ Comal  
Dallas ~ Denton  
Ector ~ El Paso  
Fort Bend ~ Galveston  
Grayson ~ Gregg  
Guadalupe ~ Harris  
Hays ~ Hidalgo  
Hunt ~ Jefferson  
Johnson ~ Kaufman  
Lubbock ~ McLennan  
Midland ~ Nueces  
Randall ~ Rockwall  
San Patricio ~ Smith  
Tarrant ~ Travis  
Webb ~ Williamson  
Wise

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

www.cuc.org

To: Honorable Ron Morrison, County Commissioner, Williamson County,  
Pct. 4

From: Michael Vasquez, Program Manager

Date: June 16, 2011

Re: **Confirmation of attendance for the Urban Counties  
2011 Legislative Update Series of Luncheons**

After reviewing our records for attendance for the 2011 Legislative Update Series of Luncheons, we are confirming that you are eligible for 1.5 hours of continuing education credit. Please complete the enclosed form and return it to us to claim your education credit.

2011 Urban Counties Legislative Update Series	
Wednesday, January 12 (Session began January 11)	
Wednesday, February 9	
Wednesday, March 9	
Wednesday, April 6	
Wednesday, April 27	
Wednesday, May 18	
Thursday, June 9 (Session ended May 30)	1.5
<b>Total Urban Counties Credit Hours</b>	<b>1.5</b>

If you believe our records to be in error, please contact me at the Urban Counties offices at (512) 476-6174 as soon as possible so that we may correct them.

In order to formally file for the education credit, we need you to complete and return the **original** credit claim form included with this letter as soon as possible. Please retain a copy for your records.

If you are not able to claim any hours for this legislative update series of luncheons, please consider adding future Urban Counties educational events to your continuing education credit planning for the interim and the next Regular Legislative Session in 2013.

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/02/2011

Texas Mamma Jamma Bike Ride

**Submitted For:** Valerie Covey**Submitted By:**Rachel Rull,  
Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

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**Agenda Item**

Discuss and take action on the 3rd Annual Texas Mamma Jamma Bike Ride scheduled for October 1, 2011.

**Background**

This is the third year for this bike ride that serves as a fundraiser for breast cancer research and support. This event has been through the road closure review process.

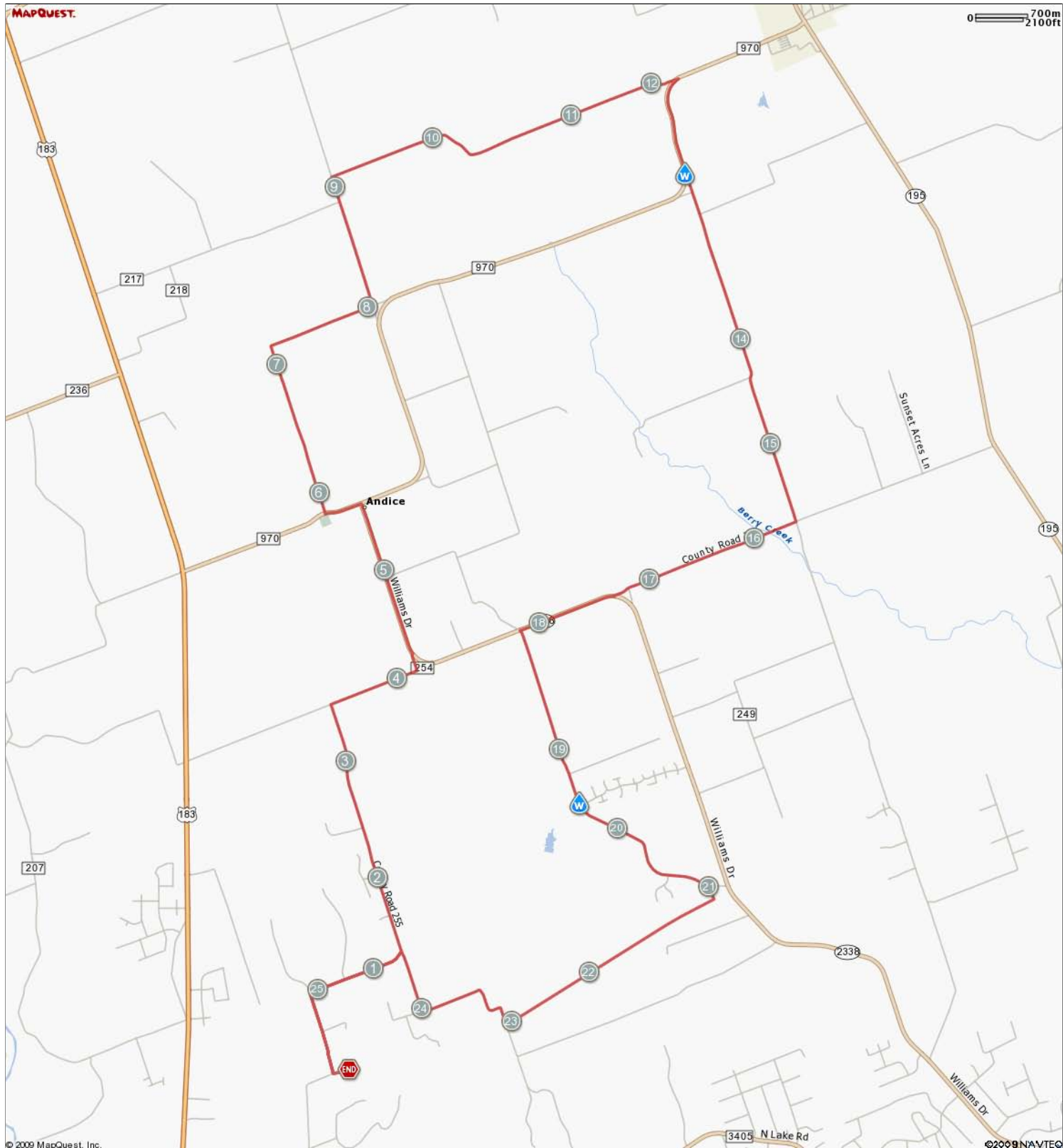
Please see attached maps for route information.

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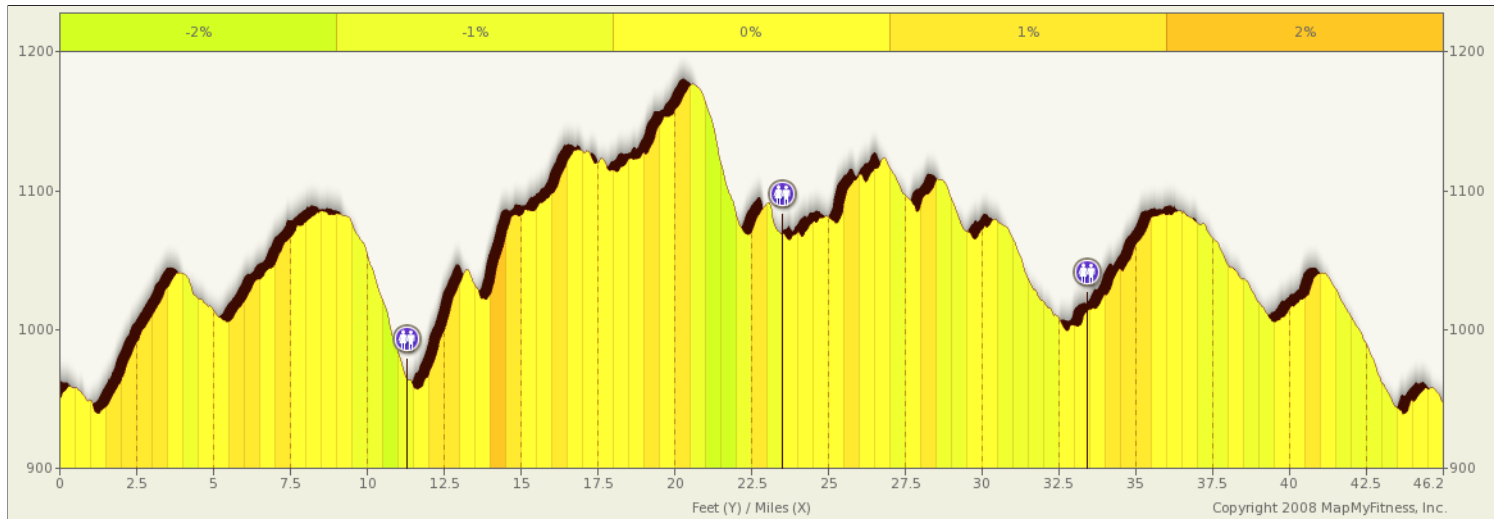
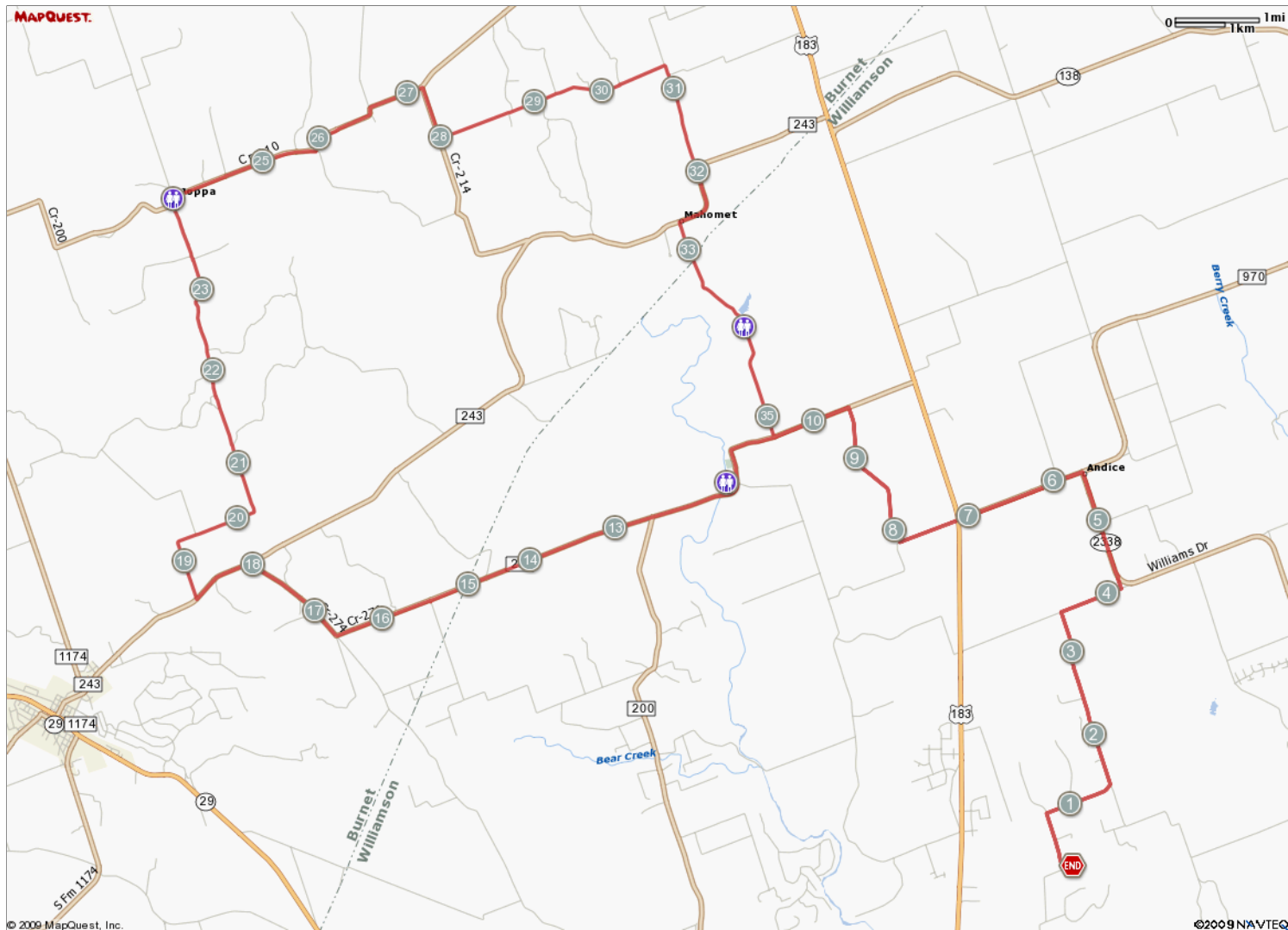
**Attachments**[27 Mile Route](#)[45 Mile Route](#)[70 Mile Route](#)[100 Mile Route](#)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 11:04 AM
Form Started By: Rachel Rull		Started On: 07/28/2011 10:31 AM
	Final Approval Date: 07/28/2011	

ROUTE DESCRIPTION:  
No Description Provided































**ROUTE DESCRIPTION:**  
 Proposed 46 mile Mamma Jamma Route, with pits at Miles: 12.5, 24, and 34, all of which are pits as on the 66 mile route (pits 1, 4, and 5). Lunch probably at Mile 34, Pit 5. I have not yet been on miles 13 to 18, but imagine that they are fine.



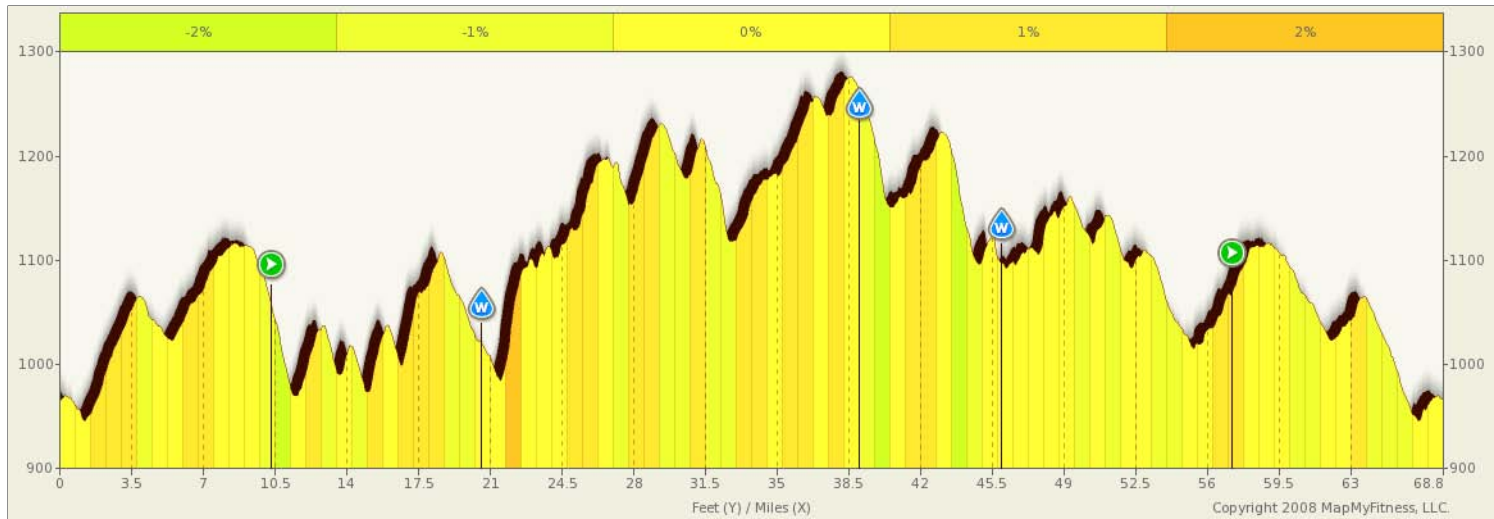
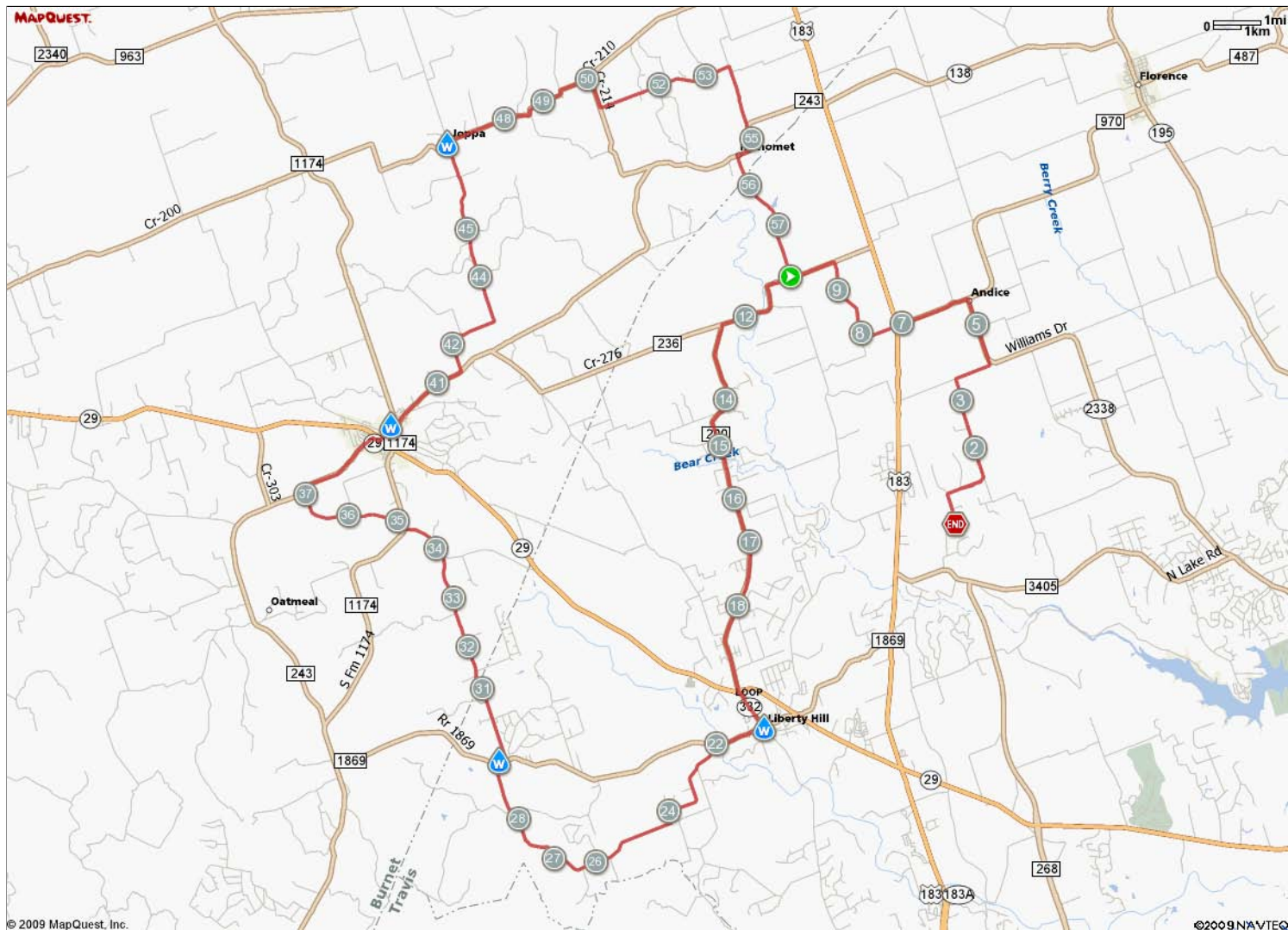


**ROUTE DESCRIPTION:**  
 Proposed 46 mile Mamma Jamma Route, with pits at Miles: 12.5, 24, and 34, all of which are pits as on the 66 mile route (pits 1, 4, and 5). Lunch probably at Mile 34, Pit 5. I have not yet been on miles 13 to 18, but imagine that they are fine.

Notes			
AT		FOR	NOTES
0.1 mi.		3392ft	Turn right at County Rd 255
0.74 mi.		4372ft	Turn left to stay on County Rd 255
1.57 mi.		<b>1mi</b> 5144ft	Turn left to stay on County Rd 255
3.55 mi.		3982ft	Turn right at County Rd-254
4.3 mi.		727ft	Turn left toward Ranch Rd 2338
4.44 mi.		<b>1mi</b> 1144ft	Turn left at Ranch Rd 2338
5.65 mi.		<b>1mi</b> 2973ft	Turn left at FM-970
7.22 mi.		3737ft	Continue on County Rd 209
7.92 mi.		<b>1mi</b> 3678ft	Slight right to stay on County Rd 209
9.62 mi.		<b>1mi</b> 2457ft	Turn left at County Rd 236
11.09 mi.		1965ft	Turn left to stay on County Rd 236
11.46 mi.		619ft	Turn right at County Rd-207
11.58 mi.		619ft	Bathroom
11.69 mi.		0ft	Turn right at County Rd-207
11.69 mi.		<b>3mi</b> 2360ft	Turn right at County Rd-207
15.14 mi.		2370ft	Continue on County Rd-276
15.59 mi.		89ft	Turn left at County Rd-278
15.61 mi.		<b>1mi</b> 846ft	Turn left at County Rd-278
16.77 mi.		<b>1mi</b> 1662ft	Slight right at County Rd-274
18.08 mi.		3958ft	Turn left at E FM-243
18.83 mi.		<b>5mi</b> 998ft	Turn right at County Rd-272
24.02 mi.		337ft	Turn right at County Rd-200
24.08 mi.		19ft	Turn left
24.09 mi.		19ft	Bathroom
24.09 mi.		295ft	Turn left
24.15 mi.		<b>1mi</b> 3825ft	Slight right at County Rd 210

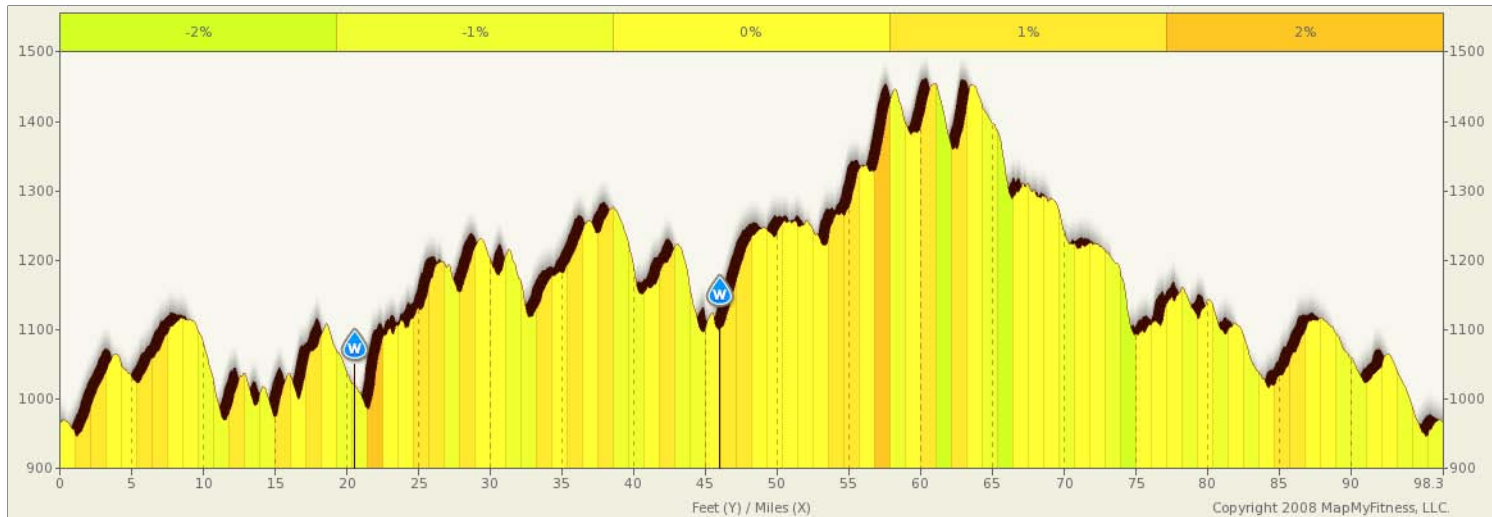
Notes			
AT		FOR	NOTES
25.87 mi.		4256ft	Turn left to stay on County Rd 210
26.68 mi.		454ft	Slight left to stay on County Rd 210
26.76 mi.		3461ft	Turn right to stay on County Rd 210
27.42 mi.		3136ft	Turn right at County Rd-214
28.01 mi.		<b>2mi</b> 4246ft	Turn left at County Rd-212
30.82 mi.		<b>1mi</b> 1336ft	Turn right at County Rd-213
32.07 mi.		3912ft	Slight right at FM-243
32.81 mi.		1923ft	Turn left at County Rd-284
33.17 mi.		<b>1mi</b> 553ft	Continue on County Rd-208
34.28 mi.		<b>1mi</b> 1365ft	Bathroom
35.54 mi.		0ft	Turn left at County Rd 236
35.54 mi.		4951ft	Turn left at County Rd 236
36.48 mi.		<b>1mi</b> 3678ft	Turn left at County Rd 236
38.17 mi.		241ft	Slight right to stay on County Rd 209
38.22 mi.		3737ft	Slight right to stay on County Rd 209
38.93 mi.		<b>1mi</b> 2972ft	Continue on County Rd 209
40.49 mi.		<b>1mi</b> 1144ft	Turn left at FM-970
41.7 mi.		727ft	Turn left at Ranch Rd 2338
41.84 mi.		3982ft	Turn left toward Ranch Rd 2338
42.6 mi.		<b>1mi</b> 5144ft	Turn right at County Rd-254
44.57 mi.		4372ft	Turn left to stay on County Rd 255
45.4 mi.		3392ft	Turn left to stay on County Rd 255
46.04 mi.		0ft	Turn right at County Rd 255
46.04 mi.		702ft	Turn right at County Rd 255
46.17 mi.		-	Stop

ROUTE DESCRIPTION:  
No Description Provided





ROUTE DESCRIPTION:  
No Description Provided



**Commissioners Court - Regular Session**

**17.**

**Meeting Date:** 08/02/2011

Weekly Asset Transfers

**Submitted For:** Bob Space

**Submitted By:**

Patrick Strittmatter,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Agenda Item**

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

**Background**

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**Attachments**

Asset Transfers

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/27/2011 11:22 AM
Form Started By: Patrick Strittmatter		Started On: 07/27/2011 09:47 AM
	Final Approval Date: 07/27/2011	

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laser Jet Printer, 4050N	Ser. # USQF090960	100195	Non-Working
1	Generator, portable 3.6 KVA, Yamaha EF4000DVE	73R - 000497	A11239	Non-Working
1	Computer Dell, Mod. # WHL	Ser. # 2J55321	C00674	Working
2	Key Board, Dell Mod. # Sk-8110			Non-Working
1	Wheel barrel , plastic, (torn)			Non-Working

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

Gary Wilson

Print Name

Signature

**Contact Person:**

James Whetston

Print Name

+1 (512) 943-1599

Phone Number

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

Print Name

Signature

Print Name

Date Phone Number

RECEIVED

JUL 14 2011

CLERK'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Black Secretary Rolling Stool		A106290	Working
				Working
				Working
				Working
				Working

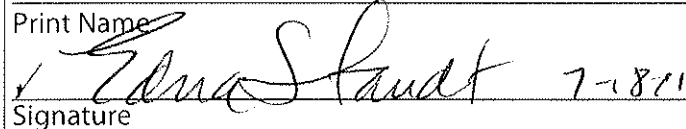
**Parties involved:****FROM** (Transferor Department): JP2**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Edna Staudt

Delma Doggett

Print Name

Print Name



260-4218

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Round 48" Table		None	Working
1	Lucent 8410B Telephone	SN 98SP48395744	None	Working
1	Lucent 8410B Telephone	SN 98SP48395764	None	Working
5	3 Ring Binders			Working
5	Phone Jack Boxes			Working

**Parties involved:**
**FROM** (Transferor Department): JP2

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

Edna Staudt

Delma Doggett

Print Name

Print Name

Signature

Date

260-4218

Phone Number

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

☒ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction \*

☐ DONATION to a non-county entity

☐ DESTRUCTION due to Public Health / Safety

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Computer Table		A104170	Working
1	Computer Table		A111372	Working
1	Computer Stand		A111318	Working
1	Credenza		no #	Working

### Parties involved:

**FROM** (Transferor Department): Extension Services

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

**Contact Person:**

Donna Colburn

Print Name

Signature

Print Name

+1 (512) 943-3300

Date Phone Number

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

**Transferee - Elected Official/Department Head/**

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

**Contact Person:**

Tony Hill

Print Name

Signature

Print Name

Date Phone Number

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	HP LaserJet 2430n	CNGDJ67721	100391	Working

**Parties involved:****FROM** (Transferor Department): County Court of Law #2**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Tim L. Wright

Kevin J. Kracht

Print Name

Print Name

Signature

July 19, 2011

943-1410

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Large Desk		No tag	Working

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

Donna Colburn

Print Name

Print Name

Signature

Date Phone Number

+1 (512) 943-3300

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

Donna Harrell

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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



**Commissioners Court - Regular Session****18.****Meeting Date:** 08/02/2011

Child Welfare Board Appointment

**Submitted For:** Mary Clark**Submitted By:**Mary Clark, Commissioner  
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

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**Agenda Item**

Consider appointment of Priscilla King of Jarrell, to the Williamson County Child Welfare Board.

**Background**

see attached

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**Attachments**Priscilla King**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 11:04 AM
Form Started By: Mary Clark		Started On: 07/28/2011 10:02 AM
	Final Approval Date: 07/28/2011	

Judge Dan A. Gattis  
Williamson County Courthouse  
710 Main Street, Ste. 101  
Georgetown, TX 78626

July 20, 2011

*The Honorable Dan Gattis and Williamson County Commissioners:*

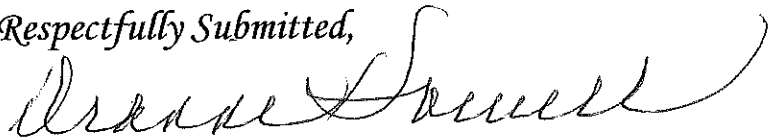
*I am requesting that the Commissioner's Court approve the appointment of Priscilla King of Jarrell, to the Williamson County Child Welfare Board.*

*Priscilla would bring to the board the terrific experience she has had as an adoptive parent and a foster parent for 24 years. We have worked with Priscilla, as a foster parent, for years and are so excited about the expertise and information she will contribute!*

*I also would like to inform you that we are losing Debra Hobbs and Donna Frazier, both due to their new work schedules.*

*Please place this request for Priscilla's appointment to the board on your agenda at your earliest convenience and please call, fax, or email me with any questions you might have. Thank you so much for your time and the attention you give to our board and in turn enable us to partner with Williamson County to help care for the foster children of Williamson County!*

*Respectfully Submitted,*



*Dianne Howell-WCCWB President*

*255-6594-home*

*255-4901-fax*

*JRZONE@aol.com*



## Volunteer Application

Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form."

Name (Last, First, Middle) <i>King, Priscilla S.</i>	Preferred Name <i>Priscilla</i>	Date of Birth <i>6-11-1942</i>	Home Telephone <i>512-746-4189</i>
Address (Street, City, State, ZIP Code) <i>400 W. Ave G Jarrell, Tx 76537</i>			County <i>Williamson</i>
Other Names Used/Known By (list any other names (aliases) you have used, such as maiden name, previous married name, etc): <i>Priscilla Schneider</i> <i>Priscilla Sandoz</i>		Organization Represented (if applicable):	Who referred you to DFPS? <i>Dianne Howell</i>

Why do you want to volunteer for DFPS? <i>I have been asked by Welfare Board</i>
Applicable skills: <i>foster parent for DFPS for 24 yrs.</i>
Type of volunteer service preferred: <i>Williamson County Welfare Board</i>
Are you willing to receive training for another assignment? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Education (Check highest level completed):

<input type="checkbox"/> Elementary School	<input type="checkbox"/> Middle School	<input type="checkbox"/> High School	<input type="checkbox"/> Vocational or Technical Training	<input checked="" type="checkbox"/> College	<input type="checkbox"/> Graduate School
Interns: <input type="checkbox"/> undergraduate <input type="checkbox"/> graduate <input type="checkbox"/> post graduate					
University		Date of undergraduate degree		Date of graduate degree	

### Additional Languages (list):

	Speak	Read	Write
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent
American Sign Language	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input type="checkbox"/> NA		

### Previous volunteer experience:

Organization: <i>City of Jarrell</i> <i>Cornerstone Methodist Ch.</i>	Position: <i>chm annual city celebration</i> <i>Chairman</i>	Responsibilities: <i>Publicity</i> <i>organize vendors</i> <i>organize committees</i>
---	--	--

### Date(s) and time(s) available:

Days per week: _____
Hours per week: _____
Comments: _____



## Volunteer Application

### Are you presently employed?

☐ Yes ☒ No

If yes, where?

retired

Work Telephone \_\_\_\_\_

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

Occupation: \_\_\_\_\_

### Prior employment:

Company:

Windy Hill School

Position:

owner/director

Responsibilities:

a preschool program for 97

ages 0-12

children

### Can you provide transportation for others?

☐ Yes ☒ No

If yes, please complete Transportation Form 250c

### Please list three (3) personal references (excluding relatives):

Name:

Brenda Cooper

Address:

3788 FM 487, Jarrell, Tx

Telephone #:

512-746-2111

Dianne Johns

1950 CR 307, Jarrell, Tx

512-746-4181

Vill Sumner

401 W. Ave B, Jarrell

512-746-2309

### Volunteer Agreement

I affirm that the information that I have provided is true and correct to the best of my knowledge.

I agree to conform with the Texas Department of Family and Protective Services rules and regulations to the best of my ability.

I agree to respect the confidential nature of case information and any personal contact with clients.

I agree to inform the department if I am named in complaints or indictments or convicted of offenses.

I understand that I will begin service on a reciprocal trial basis and agree to participate in orientation and training.

Presilla S. King

Signature of Volunteer

6-30-11

Date

### In case of emergency, please notify:

Name

Lisa-Marie King

Relationship

daughter

Telephone #

512-277-0805

Address

400 W. Ave G, Jarrell, Tx 76537

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 08/02/2011

public assistance contracts

**Submitted For:** Rebecca Clemons

**Submitted By:**

Rebecca Clemons,  
County Judge

**Department:** County Judge

**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving the public assistance contracts for FY11/12.

**Background**

This item refers to the public assistance funding budgeted under Department 640 in the general fund.

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**Attachments**

[contracts1](#)

[contracts2](#)

[contracts3](#)

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Rebecca Clemons		Started On: 07/26/2011 12:36 PM
	Final Approval Date: 07/26/2011	

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS           §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON       §

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$34,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the



sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_.

**Agency:**

Name of Agency:

Williamson-Burnet County Opportunities,  
Inc.

By:



Printed Name: ANDREW SHELL

Title: EXECUTIVE DIRECTOR

Address:

604 HIGH TECH DRIVE  
GEORGETOWN, TX 78626

Attn:

ANDREW SHELL

Telephone:

512-763-1400

**COUNTY:**

Williamson County, Texas

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

Printed Name: \_\_\_\_\_

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

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge

Telephone: (512) 943-1550

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office.

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS           §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON       §

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

## ARTICLE I BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

## ARTICLE II FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

## ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$50,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party



may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and assistance (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS           §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON       §

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$20,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

## ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.



O. 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.

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

**County:**

Name of Agency:

Williamson County, Texas

Capital Area Rural Transportation  
System

By: [Signature]

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

Printed Name: DAVID MATHIS

Printed Name: \_\_\_\_\_

Title: General Manager

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

Address:

2010 E 6TH ST  
KUSTM, TX 78702

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge  
Telephone: (512) 943-1550

Attn:

Michelle Maronde

Telephone:

512-505-5606

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

- A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
- B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS           §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON       §

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$22,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.



P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.


**Agency:**

**COUNTY:**

Name of Agency:

Williamson County, Texas

Bluebonnet Trails Community  
MHMR Center

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

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

Printed Name: ANDREW  
RICHARDSON

Printed Name: \_\_\_\_\_

Title: EXECUTIVE DIRECTOR

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

Address:

1009 N. GEORGETOWN ST  
ROUND ROCK, TX 78664

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge

Attn:

EXECUTIVE DIRECTOR

Telephone: (512) 943-1550

Telephone:

512- 244-8305

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS

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§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$67,500.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of

income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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



EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

**COUNTY:**

Name of Agency:

Williamson County, Texas

Hope Alliance

By: P. Conner, LCSW

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

Printed Name: Patty Conner

Printed Name: \_\_\_\_\_

Title: CEO

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

Address: 1011 Grattis School Rd #6  
Round Rock, TX 78664

Address:  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge

Attn: P. Conner

Telephone: (512) 943-1550

Telephone: 512/355-1212

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS                   §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON           §

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

## ARTICLE I BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

## ARTICLE II FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

## ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$15,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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



EXECUTED as of \_\_\_\_\_, 20\_\_.

**Agency:**

**COUNTY:**

Name of Agency:

Williamson County, Texas

Bluebonnet Trails Community  
MHMR Center

By: 

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

Printed Name: ANDREA RICARDOSA

Printed Name: \_\_\_\_\_

Title: EXECUTIVE DIRECTOR

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

Address:

1009 N. GEORGETOWN ST  
ROUND ROCK, TX 78664

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge

Attn:

\_\_\_\_\_

Telephone: (512) 943-1550

Telephone:

512-244- 8305

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public behavioral and developmental healthcare services to children between the ages of 0-3 years of age and to their families to overcome developmental delays caused by prematurity and by prenatal exposure to drugs and alcohol, abuse and neglect, and autism. The Funds shall be used to support more service hours to address special needs and services relating to developmental therapy, physical therapy, speech therapy, occupational therapy, nutrition services and family counseling.

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS

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§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$63,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

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may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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



EXECUTED as of \_\_\_\_\_, 20\_\_.

**Agency:**

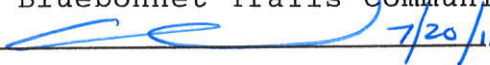
**COUNTY:**

Name of Agency:

Williamson County, Texas

Bluebonnet Trails Community  
MHMR Center

D/B/A Bluebonnet Trails Community Services

By:  7/20/11 By: \_\_\_\_\_

Printed Name: Andrea Richardson

Printed Name: \_\_\_\_\_

Title: Executive Director

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

Address:

1009 N. Georgetown Street  
Round Rock, Texas 78664

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge

Attn:

Andrea Richardson

Telephone: (512) 943-1550

Telephone:

512-244-8305

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

## PUBLIC ASSISTANCE FUNDING AGREEMENT

THE STATE OF TEXAS

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§  
§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

### RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

## ARTICLE I BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

## ARTICLE II FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

## ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$37,600.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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



EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Williamson-Burnet County Opportunities,  
Inc.

By: 

Printed Name: ANDREW SHELL

Title: EXECUTIVE DIRECTOR

Address:

604 HIGH TECH DRIVE  
GEORGETOWN, TX 78626

Attn:

ANDREW SHELL

Telephone:

512-763-1400

**COUNTY:**

Williamson County, Texas

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

Printed Name: \_\_\_\_\_

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

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge

Telephone: (512) 943-1550

## **Exhibit "A"**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 08/02/2011

Discuss and consider re-approval of the preliminary plat for the Highlands at Mayfield Ranch (Pct. 3)

**Submitted For:** Joe England

**Submitted By:** Joe England, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider re-approval of the preliminary plat for the Highlands at Mayfield Ranch (Pct. 3)

**Background**

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**Attachments**

Highlands at Mayfield Ranch Preliminary Plat

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Joe England		Started On: 07/19/2011 02:00 PM
	Final Approval Date: 07/21/2011	







**Commissioners Court - Regular Session****21.****Meeting Date:** 08/02/2011

2011-2012 Budget Presentation

**Submitted By:** Ashlie Koenig, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Hear presentation on 2011-2012 Budget Recommendations

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/27/2011 02:25 PM
Form Started By: Ashlie Koenig		Started On: 07/27/2011 02:17 PM
	Final Approval Date: 07/27/2011	

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 08/02/2011

2011-2012 Budget

**Submitted By:** Ashlie Koenig, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss 2011-2012 Budget

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Ashlie Koenig		Started On: 07/25/2011 03:41 PM
	Final Approval Date: 07/26/2011	

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/02/2011

2011-2012 Budget Adoption Date

**Submitted By:** Ashlie Koenig, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider authorizing advertising and setting date for Public Hearing on the 2012 County Budget for August 30th, 2011 at 10:00 am.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Ashlie Koenig		Started On: 07/25/2011 03:44 PM
	Final Approval Date: 07/26/2011	

**Commissioners Court - Regular Session****24.****Meeting Date:** 08/02/2011

Discuss and consider adopting salaries and other compensation for Elected Officials, authorize publication of notice as well as written notice to each

**Submitted For:** Lisa Zirkle**Submitted By:** Lisa Zirkle, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and consider adopting salaries and other compensation for Elected Officials, authorize publication of notice as well as written notice to each Elected Official of his/her salary and other compensation to be included in the 2011-2012 budget.

**Background**

In general, Elected Officials salaries have not increased since October 2008. County Court at Law Judge salaries have not increased since October 2007.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 08:21 AM
Form Started By: Lisa Zirkle		Started On: 07/27/2011 04:12 PM
	Final Approval Date: 07/28/2011	



**Commissioners Court - Regular Session****26.****Meeting Date:** 08/02/2011

11WCRFQ1007 Geotechnical Services Pre-Qualified List

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and consider approving the attached proposed pre-qualified list for Geotechnical Services in response to RFQ Number: 11WCRFQ1007.

**Background**

The fifteen (15) firms on the attached list addressed the minimum requirements and many firms far exceeded the minimum requirements to provide geotechnical services and TxDOT certified services. It is recommended that all of the firms on the attached list be pre-qualified and therefore able to be considered by the Commissioners Court as it selects firms best or most highly qualified to work on specific projects.

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**Attachments**GeotechnicalServices\_Pre-QualifiedList\_11WCRFQ1007**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 01:47 PM
Form Started By: Marie Walters		Started On: 07/28/2011 10:52 AM
	Final Approval Date: 07/28/2011	

**Williamson County Road Bond Program Pre-Qualified Geotechnical Services List**  
**RFQ Number: 11WCRFQ1007**

		TXDOT Pre-Certified Work Category(s)
1	Alpha Testing, Inc.	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
2	Apex geoscience inc.	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
3	Aviles Engineering Corporation	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
4	ECS Testing, LLP	14.1.1; 14.2.1; 14.3.1; 14.4.1
5	Fugro Consultants, Inc.	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
6	HVJ Associates	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
7	Kleinfelder Central, Inc.	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
8	MLA Labs, Inc.	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
9	<b>PaveTex Engineering and Testing, Inc.*</b>	12.1.1; 12.1.2; 12.2.1; 14.2.1
	PB Americas, Inc. dba Parsons Brinkerhoff	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
10	Americas Inc.	
11	<b>Professional Service Industries, Inc.*</b>	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
12	<b>Raba-Kistner Consultants, Inc.*</b>	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
13	Rodriguez Engineering Laboratories	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
14	Rone Engineering	12.1.1; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1
15	Terracon Consultants, Inc.	12.1.1; 12.1.2; 12.2.1; 14.1.1; 14.2.1; 14.3.1; 14.4.1

**\*(asterisk)/bolded firms are certified and accredited by CST or the District lab to perform testing**

TxDOT Pre-Certified Work Category(s)

*Selected prime must provide 50% of the actual contractual work*

12.1.0	Material Testing (Header)
12.1.1	Asphaltic Concrete
12.1.2	Portland Concrete
12.2.1	Plant Inspection and Testing
14.1.1	Soil Exploration
14.2.1	Geotechnical Testing
14.3.1	Transporation Foundation Studies
14.4.1	Building Foundation Studies

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/02/2011

10WC805 US 183 at 3405 Change Order No 4

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 4 in the amount of -\$1,684.21 for US 183 @ 3405, a Road Bond Project in Precinct Two.

**Background**

This Change Order provides for balancing the overrun / underrun Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

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**Attachments**US 183 at 3405 CO 4**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:19 AM
	Final Approval Date: 07/28/2011	

Received

JUL 26 2011

HNTB Corporation  
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4



1. CONTRACTOR: Aaron Concrete Contractors, LP
2. Change Order Work Limits: Sta. 196+97 to Sta. 221+82
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>10WC805</u>
Roadway:	<u>US 183@FM 3405</u> <u>Intersection</u>
Purchase Order Number:	<u>                    </u>

5. Describe the work being revised:

**2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable).** Adjustment of quantities to meet field conditions.

6. Work to be performed in accordance with Items: N/A
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>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 expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>7/25/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>AARON CABAZA</u></p> <p>Typed/Printed Title <u>PARTNER</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$1,684.21)</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/26/11  
Project Manager Date  
Construction Observer

N/A  
Design Engineer Date

[Signature] 7/26/2011  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date  
APPROVED

## 10WC805

Project #

[illegible]

**TABLE B: Contract Items**

TABLE B: Contract Items										
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	ITEM COST	
106-2020	REMOVING STAB BASE & ASPH PAV (12")	SY	\$6.50	530.22	\$3,446.43	(0.22)		530.00	\$3,445.00	(\$1.43)
164-2023	CELL FBR MLCH SEED (PERM) (RURAL) (CLAY)	SY	\$0.18	19,277.11	\$3,469.88	2,010.89		21,288.00	\$3,831.84	\$361.96
164-2029	CELL FBR MLCH SEED (TEMP) (WARM)	SY	\$0.18	5,283.00	\$950.94	(5,283.00)		0.00	\$0.00	(\$950.94)
164-2031	CELL FBR MLCH SEED (TEMP) (COOL)	SY	\$0.18	5,283.00	\$950.94	(5,283.00)		0.00	\$0.00	(\$950.94)
166-2001	FERTILIZER	AC	\$262.00	2.18	\$549.36	0.02		2.20	\$554.40	\$5.04
168-2001	VEGETATIVE WATERING	MG	\$27.00	105.66	\$2,852.82	(3.66)		102.00	\$2,754.00	(\$98.82)
310-2002	PRIME COAT (AE-P)	GAL	\$3.75	695.00	\$2,606.25	380.00		1,075.00	\$4,031.25	\$1,425.00
316-2008	ASPH (HFRS-2P)	GAL	\$2.70	6,649.00	\$17,952.30	(2,049.00)		4,600.00	\$12,420.00	(\$5,532.30)
316-2416	AGGR (TY D) (GR 4)	TON	\$76.00	151.00	\$11,476.00	(17.99)		133.01	\$10,108.76	(\$1,367.24)
341-2011	D-GR HMA (QCQA) TY - B PG64-22	CON	\$56.00	1,017.00	\$56,952.00	69.76		1,086.76	\$60,858.56	\$3,906.56
341-2047	D-GR HMA (QCQA) TY - C (SAC A) PG70-22	TON	\$60.00	1,828.00	\$109,680.00	1.49		1,829.49	\$109,769.40	\$89.40
464-2003	RC PIPE (CL III) (18 IN)	LF	\$36.00	222.00	\$7,992.00	68.00		290.00	\$10,440.00	\$2,448.00
506-2001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$18.50	90.00	\$1,665.00	12.00		102.00	\$1,887.00	\$222.00
506-2009	ROCK FILTER DAMS (REMOVE)	LF	\$9.00	90.00	\$810.00	12.00		102.00	\$918.00	\$108.00
506-2034	TEMPORARY SEDIMENT CONTROL FENCE	SY	\$1.85	847.00	\$1,566.95	(260.00)		1,107.00	\$2,047.95	\$481.00
530-2017	TURNOUTS (ACP)	SY	\$16.00	304.00	\$4,864.00	(162.00)		142.00	\$2,272.00	(\$2,592.00)
610-2072	REMOVE RDWY ILL ASSEM	EA	\$500.00	2.00	\$1,000.00	1.00		3.00	\$1,500.00	\$500.00
662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	\$1.50	296.00	\$444.00	(1.00)		295.00	\$442.50	(\$1.50)
666-2002	REFL PAV MRK TY 1 (W) 4" (BRK) (090 MIL)	LF	\$0.23	1,160.00	\$266.80	120.00		1,280.00	\$294.40	\$27.60
TOTALS					\$229,495.67				\$227,575.06	(\$1,920.61)



[illegible]

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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**

**US 183 @ 3405 Intersection Improvements  
Williamson County Project No. 10WC805**

**Change Order No. 4**

**Reason for Change**

This Change Order provides for balancing the overrun / underrun Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

This Change Order results in a net decrease of \$1,684.21 to the Contract amount, for a final Contract total of \$400,607.08. The original Contract amount was \$379,185.10. As a result of this and all Change Orders to date, \$21,421.98 has been added to the Contract, resulting in a 5.6% net increase in the Contract cost. No additional days will be added to or deducted from the Contract schedule as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

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**Commissioners Court - Regular Session****28.****Meeting Date:** 08/02/2011

08WC607 US 79 Section 5B Change Order No 14

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 14 in the amount of -\$20,140.00 for US 79 Section 5B, a Pass Through Financing Project in Precinct Four.

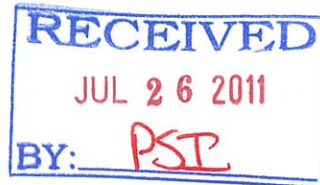
**Background**

This change order adjusts the amount of compensation to be paid to the contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces". The contractor was assessed a penalty for ride quality, due to some minor bumps in the pavement surface.

---

**Attachments**US 79 Section 5B CO 14**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:26 AM
	Final Approval Date: 07/28/2011	



# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

1. CONTRACTOR: J. C. Evans Construction
2. Change Order Work Limits: Sta. 1375+02 to Sta. 1587+45
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3M (3 Max. - In order of importance - Primary first)

Project:	<u>08WC607</u>
Roadway:	<u>US 79</u> <u>Section 5B</u>
CSJ Number:	<u>0204-04-042</u>

5. Describe the work being revised:

**3M: County Convenience. Other.** This change order adjusts the amount of compensation to be paid to the contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p>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 expenses; additional changes for time *, overhead and profit; or loss of compensation as a result of this change.</p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$20,140.00)</u></p>
<p>THE CONTRACTOR Date <u>7-22-11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Blake Cervenka</u></p> <p>Typed/Printed Title <u>P.M.</u></p>	

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/25/11  
Project Manager Date  
Construction Observer

\_\_\_\_\_  
Design Engineer Date

[Signature] 7/26/2011  
Program Manager Date

Design Engineer's Seal:

N/A

\_\_\_\_\_  
County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Judge Date  
☐ APPROVED

## Project # 08WC607

**TABLE A: Force Account Work and Materials Placed into Stock**

**TABLE B: Contract Items**

[illegible]



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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 Pass Through Financing**

**US 79, Section 5B  
Williamson County Project No. 08WC607**

**Change Order No. 14**

**Reason for Change**

This Change Order provides a pay adjustment for the Ride Quality of the roadway pavement as required by Contract Item 585 RIDE QUALITY FOR PAVEMENT SURFACES. The pay adjustment is based on ride quality analyses completed with an inertial profiler (see attached back-up reports). This adjustment is made as it relates directly to the smoothness of the final pavement surface.

Following is a summary of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
585-2001	IRI RIDE QUALITY	1	LS

This Change Order results in a net decrease of \$20,140.00 to the Contract amount, for an adjusted total Contract amount of \$15,948,532.45. The original Contract amount was \$16,986,053.49. As a result of this and all Change Orders to date, \$1,037,521.04 has been deducted from the Contract, resulting in a 6.11% net decrease in the Contract Cost. No additional days will be added to the Contract as a result of this Change Order.

**Huitt~Zollars, Inc.**

Kenneth L. 'Zeke' Zieschang, P.E.



**US 79 QA****Eastbound Inside Lane****Ride Quality Analysis Rel 2008.11.11**

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Jul 2 2010 11:30:48AM

Input profile data file created Friday Jul 2 2010 11:24:54AM

Hult Zollars, Inc.  
JUL 02 2010

District 14 Highway US79E  
 Area Office N. Travis Beg RM 0000+00.000  
 County 246 Beg Station 1376+25.0  
 CSJ 0204-02-042 Lane roadbed R2  
 Phone 512-858-2993 Name PaveTex  
 Input file c:\program files\dynatest\rspwin\data\apac- tx-- wheeler\us 79\2010-07-02 us  
 79 qa\us79ebr2.pro  
 Comment  
 Comment

Bump penalty fine -\$500 each one.  
 Bumps tagged if greater or equal to 0.1505 inches.  
 Bonus paid for average IRIs of 30(\$600) to 60(\$0)  
 Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)  
 Bonus paid in sections with bump.

Profile Length(Miles) 4.0325 Length(Station Units) 0212+91.6ft.

Distance	Station	PSI	IRI (L)	IRI (R)	Avg IRI	Pay*SectLen	Pay
00.1000	1381+53.0	4.44	63.35	62.15	63.00	\$ 0*(0.1000/0.10)	\$ 0
00.2000	1386+81.0	4.54	58.38	59.30	59.00	\$ 20*(0.1000/0.10)	\$ 20
00.3000	1392+09.0	4.43	59.68	66.63	63.00	\$ 0*(0.1000/0.10)	\$ 0
00.4000	1397+37.0	4.54	58.66	58.91	59.00	\$ 20*(0.1000/0.10)	\$ 20
00.5000	1402+65.0	4.50	62.13	58.95	61.00	\$ 0*(0.1000/0.10)	\$ 0
00.6000	1407+93.0	4.37	66.01	65.58	66.00	-\$ 20*(0.1000/0.10)	-\$ 20
00.7000	1413+21.0	4.32	60.34	75.40	68.00	-\$ 60*(0.1000/0.10)	-\$ 60
00.8000	1418+49.0	4.59	54.87	58.83	57.00	\$ 60*(0.1000/0.10)	\$ 60
00.9000	1423+77.0	4.51	62.10	58.25	60.00	\$ 0*(0.1000/0.10)	\$ 0
01.0000	1429+05.0	4.35	68.08	65.10	67.00	-\$ 40*(0.1000/0.10)	-\$ 40
01.1000	1434+33.0	4.59	54.07	59.71	57.00	\$ 60*(0.1000/0.10)	\$ 60
01.2000	1439+61.0	4.33	63.22	71.19	67.00	-\$ 40*(0.1000/0.10)	-\$ 40
01.3000	1444+89.0	4.44	60.76	64.57	63.00	\$ 0*(0.1000/0.10)	\$ 0
01.4000	1450+17.0	4.50	58.98	61.75	60.00	\$ 0*(0.1000/0.10)	\$ 0
01.5000	1455+45.0	4.58	56.52	57.90	57.00	\$ 60*(0.1000/0.10)	\$ 60
01.6000	1460+73.0	4.33	67.16	67.31	67.00	-\$ 40*(0.1000/0.10)	-\$ 40
01.7000	1466+01.0	4.59	56.36	57.63	57.00	\$ 60*(0.1000/0.10)	\$ 60
01.8000	1471+29.0	4.48	57.16	64.97	61.00	\$ 0*(0.1000/0.10)	\$ 0
01.9000	1476+57.0	4.49	63.71	58.15	61.00	\$ 0*(0.1000/0.10)	\$ 0
02.0000	1481+85.0	4.56	61.79	54.02	58.00	\$ 40*(0.1000/0.10)	\$ 40
02.1000	1487+13.0	4.41	60.29	67.46	64.00	\$ 0*(0.1000/0.10)	\$ 0
02.2000	1492+41.0	4.49	53.82	67.50	61.00	\$ 0*(0.1000/0.10)	\$ 0
02.3000	1497+69.0	4.53	60.23	58.46	59.00	\$ 20*(0.1000/0.10)	\$ 20
02.4000	1502+97.0	4.48	61.75	60.46	61.00	\$ 0*(0.1000/0.10)	\$ 0
02.5000	1508+25.0	4.58	58.73	55.56	57.00	\$ 60*(0.1000/0.10)	\$ 60
02.6000	1513+53.0	4.49	61.49	59.87	61.00	\$ 0*(0.1000/0.10)	\$ 0
02.7000	1518+81.0	4.74	46.78	52.41	50.00	\$200*(0.1000/0.10)	\$ 200
02.8000	1524+09.0	4.70	50.21	54.67	52.00	\$160*(0.1000/0.10)	\$ 160
02.9000	1529+37.0	4.53	55.23	63.41	59.00	\$ 20*(0.1000/0.10)	\$ 20
03.0000	1534+65.0	4.29	69.03	69.47	69.00	-\$ 80*(0.1000/0.10)	-\$ 80

03.1000	1539+93.0	4.50	60.47	60.08	60.00	\$ 0*(0.1000/0.10)	\$ 0
03.2000	1545+21.0	4.58	61.63	52.83	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.3000	1550+49.0	4.43	64.28	62.58	63.00	\$ 0*(0.1000/0.10)	\$ 0
03.4000	1555+77.0	4.32	70.22	65.62	68.00	-\$ 60*(0.1000/0.10)	-\$ 60
03.5000	1561+05.0	4.52	58.49	60.77	60.00	\$ 0*(0.1000/0.10)	\$ 0
03.6000	1566+33.0	4.71	53.49	51.25	52.00	\$160*(0.1000/0.10)	\$ 160
03.7000	1571+61.0	4.43	62.09	64.66	63.00	\$ 0*(0.1000/0.10)	\$ 0
03.8000	1576+89.0	4.49	64.14	57.61	61.00	\$ 0*(0.1000/0.10)	\$ 0
03.9000	1582+17.0	4.12	76.85	76.76	77.00	-\$240*(0.1000/0.10)	-\$ 240
04.0000	1587+45.0	4.45	58.54	65.99	62.00	\$ 0*(0.1000/0.10)	\$ 0
04.0325	1589+16.6	4.51	56.42	63.34	60.00	\$ 0*(0.0325/0.10)	\$ 0
Pay Adjustment Subtotal							\$ 420

Ave Left IRI 60.5 Ave Right IRI 61.9 Ave IRI 61.2

Total IRI adjustments \$ 420

Total Bump adjustments \$ 0

Total adjustments \$ 420

Huitt Zollars, Inc.

JUL 02 2010



**US 79 QA****Eastbound Outside Lane****Ride Quality Analysis Rel 2008.11.11**

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Jul 2 2010 11:30:15AM

Input profile data file created Friday Jul 2 2010 11:24:44AM

Hult Zollars, Inc.

JUL 02 2010

District 14 Highway US79E  
 Area Office N. Travis Beg RM 0000+00.000  
 County 246 Beg Station 1376+25.0  
 CSJ 0204-02-042 Lane roadbed R1  
 Phone 512-858-2993 Name PaveTex  
 Input file c:\program files\dynatest\rspwin\data\apac- tx-- wheeler\us 79\2010-07-02 us  
 79 qa\us79ebr1.pro  
 Comment  
 Comment

Bump penalty fine -\$500 each one.  
 Bumps tagged if greater or equal to 0.1505 inches.  
 Bonus paid for average IRIs of 30(\$600) to 60(\$0)  
 Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)  
 Bonus paid in sections with bump.

Profile Length(Miles) 4.0353 Length(Station Units) 0213+06.4ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
03.3896	1555+22.3	Dip	.3	-.15	-\$ 500
03.6314	1567+99.0	Dip	.3	-.16	-\$ 500
03.7333	1573+36.8	Dip	.8	-.17	-\$ 500

Bumps/dips detected 3 Bump Fines -\$ 1500

**\*Notes: Bumps closer than 5 feet are not shown or counted.**

Bump widths shown are not a true indication of the actual bump width but rather  
 the portion of the bump exceeding 0.15 inches from the moving average of the profile.

Distance	Station	PSI	IRI (L)	IRI (R)	Avg IRI	Pay*SectLen	Pay
00.1000	1381+53.0	4.54	58.57	58.93	59.00	\$ 20*(0.1000/0.10)	\$ 20
00.2000	1386+81.0	4.58	58.56	55.85	57.00	\$ 60*(0.1000/0.10)	\$ 60
00.3000	1392+09.0	4.47	54.15	69.27	62.00	\$ 0*(0.1000/0.10)	\$ 0
00.4000	1397+37.0	4.63	53.89	56.66	55.00	\$100*(0.1000/0.10)	\$ 100
00.5000	1402+65.0	4.65	51.73	57.49	55.00	\$100*(0.1000/0.10)	\$ 100
00.6000	1407+93.0	4.71	51.65	52.94	52.00	\$160*(0.1000/0.10)	\$ 160
00.7000	1413+21.0	4.71	53.94	49.38	52.00	\$160*(0.1000/0.10)	\$ 160
00.8000	1418+49.0	4.73	48.14	53.39	51.00	\$180*(0.1000/0.10)	\$ 180
00.9000	1423+77.0	4.62	56.83	55.10	56.00	\$ 80*(0.1000/0.10)	\$ 80
01.0000	1429+05.0	4.71	53.00	50.68	52.00	\$160*(0.1000/0.10)	\$ 160
01.1000	1434+33.0	4.72	49.63	53.13	51.00	\$180*(0.1000/0.10)	\$ 180
01.2000	1439+61.0	4.67	54.70	53.13	54.00	\$120*(0.1000/0.10)	\$ 120
01.3000	1444+89.0	4.72	51.40	51.23	51.00	\$180*(0.1000/0.10)	\$ 180
01.4000	1450+17.0	4.58	61.43	53.15	57.00	\$ 60*(0.1000/0.10)	\$ 60
01.5000	1455+45.0	4.72	53.50	48.66	51.00	\$180*(0.1000/0.10)	\$ 180
01.6000	1460+73.0	4.55	57.21	59.67	58.00	\$ 40*(0.1000/0.10)	\$ 40
01.7000	1466+01.0	4.66	54.60	54.03	54.00	\$120*(0.1000/0.10)	\$ 120
01.8000	1471+29.0	4.62	58.00	53.22	56.00	\$ 80*(0.1000/0.10)	\$ 80
01.9000	1476+57.0	4.66	56.51	51.99	54.00	\$120*(0.1000/0.10)	\$ 120
02.0000	1481+85.0	4.62	53.19	58.09	56.00	\$ 80*(0.1000/0.10)	\$ 80
02.1000	1487+13.0	4.57	57.30	58.03	58.00	\$ 40*(0.1000/0.10)	\$ 40



02.2000	1492+41.0	4.48	63.99	58.33	61.00	\$ 0*(0.1000/0.10)	\$ 0
02.3000	1497+69.0	4.60	57.43	55.90	57.00	\$ 60*(0.1000/0.10)	\$ 60
02.4000	1502+97.0	4.66	56.67	51.73	54.00	\$120*(0.1000/0.10)	\$ 120
02.5000	1508+25.0	4.70	54.25	51.31	53.00	\$140*(0.1000/0.10)	\$ 140
02.6000	1513+53.0	4.50	60.65	60.24	60.00	\$ 0*(0.1000/0.10)	\$ 0
02.7000	1518+81.0	4.43	64.46	61.77	63.00	\$ 0*(0.1000/0.10)	\$ 0
02.8000	1524+09.0	4.68	51.24	56.03	54.00	\$120*(0.1000/0.10)	\$ 120
02.9000	1529+37.0	4.65	49.42	60.09	55.00	\$100*(0.1000/0.10)	\$ 100
03.0000	1534+65.0	4.24	65.78	76.41	71.00	-\$120*(0.1000/0.10)	-\$ 120
03.1000	1539+93.0	4.46	59.50	64.15	62.00	\$ 0*(0.1000/0.10)	\$ 0
03.2000	1545+21.0	4.63	52.10	58.38	55.00	\$100*(0.1000/0.10)	\$ 100
03.3000	1550+49.0	4.67	55.46	52.50	54.00	\$120*(0.1000/0.10)	\$ 120
03.4000	1555+77.0	4.23	68.60	74.76	72.00	-\$140*(0.1000/0.10)	-\$ 140
03.5000	1561+05.0	4.38	63.25	67.43	65.00	\$ 0*(0.1000/0.10)	\$ 0
03.6000	1566+33.0	4.60	53.15	60.10	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.7000	1571+61.0	4.40	61.10	67.57	64.00	\$ 0*(0.1000/0.10)	\$ 0
03.8000	1576+89.0	4.06	69.99	89.46	80.00	-\$300*(0.1000/0.10)	-\$ 300
03.9000	1582+17.0	4.09	76.66	79.96	78.00	-\$260*(0.1000/0.10)	-\$ 260
04.0000	1587+45.0	4.46	64.78	59.04	62.00	\$ 0*(0.1000/0.10)	\$ 0
04.0353	1589+31.4	4.45	66.11	58.88	62.00	\$ 0*(0.0353/0.10)	\$ 0
Pay Adjustment Subtotal							\$ 2220

Ave Left IRI 57.5 Ave Right IRI 59 Ave IRI 58.25

Total IRI adjustments \$ 2220

Total Bump adjustments -\$ 1500

Total adjustments \$ 720

Muitt Zollars, Inc.  
JUL 02 2010

Huitt Zollars, Inc.

AUG 02 2010

# US 79 QA

## Westbound Inside Lane

### Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Monday Aug 2 2010 12:09:16PM

Input profile data file created Monday Aug 2 2010 12:06:26PM

District 14	Highway US79W
Area Office Georgetown	Beg RM 0000+00.000
County 246	Beg Station 1587+55.0
CSJ 2402-02-042	Lane roadbed L2
Phone 512-858-2993	Name PaveTex
Input file c:\program files\dynatest\rspwin\data\apac- tx-- wheeler\us 79\2010-08-02 us 79 qa\us79wbl2.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.  
 Bumps tagged if greater or equal to 0.1505 inches.  
 Bonus paid for average IRIs of 30(\$600) to 60(\$0)  
 Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)  
 Bonus paid in sections with bump.

Profile Length(Miles) 4.0028 Length(Station Units) 0211+34.8ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.0422	1585+32.0	Dip	.5	-.18	-\$ 500
00.0478	1585+02.8	Bump	.3	.15	-\$ 500
00.0987	1582+34.0	Dip	.3	-.17	-\$ 500
00.1452	1579+88.5	Bump	.3	.16	-\$ 500
00.3442	1569+37.5	Dip	.8	-.19	-\$ 500
01.1243	1528+18.5	Bump	.3	.16	-\$ 500
01.4752	1509+65.8	Dip	.3	-.16	-\$ 500
03.3741	1409+40.0	Bump	.3	.16	-\$ 500
03.3943	1408+33.3	Dip	.3	-.15	-\$ 500

Bumps/dips detected 9 Bump Fines -\$ 4500

\*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	1582+27.0	3.90	87.39	87.63	88.00	-\$460*(0.1000/0.10)	-\$ 460
00.2000	1576+99.0	3.80	98.62	86.41	93.00	-\$560*(0.1000/0.10)	-\$ 560
00.3000	1571+71.0	3.75	107.33	82.66	95.00	-\$600*(0.1000/0.10)	-\$ 600
00.4000	1566+43.0	3.60	105.15	101.30	103.00	-\$	Corrective Work
00.5000	1561+15.0	4.55	58.24	58.95	59.00	\$ 20*(0.1000/0.10)	\$ 20
00.6000	1555+87.0	4.45	63.49	61.39	62.00	\$ 0*(0.1000/0.10)	\$ 0
00.7000	1550+59.0	4.13	68.23	84.47	76.00	-\$220*(0.1000/0.10)	-\$ 220
00.8000	1545+31.0	4.30	66.30	71.30	69.00	-\$ 80*(0.1000/0.10)	-\$ 80
00.9000	1540+03.0	4.38	69.77	60.95	65.00	\$ 0*(0.1000/0.10)	\$ 0
01.0000	1534+75.0	4.27	69.60	70.50	70.00	-\$100*(0.1000/0.10)	-\$ 100
01.1000	1529+47.0	4.25	66.56	74.84	71.00	-\$120*(0.1000/0.10)	-\$ 120
01.2000	1524+19.0	4.16	72.11	77.66	75.00	-\$200*(0.1000/0.10)	-\$ 200
01.3000	1518+91.0	4.18	74.47	73.40	74.00	-\$180*(0.1000/0.10)	-\$ 180
01.4000	1513+63.0	4.57	54.00	61.14	58.00	\$ 40*(0.1000/0.10)	\$ 40
01.5000	1508+35.0	4.07	72.36	85.80	79.00	-\$280*(0.1000/0.10)	-\$ 280

← -\$3,000



01.6000	1503+07.0	4.31	73.26	63.28	68.00	-\$ 60*(0.1000/0.10)	-\$ 60
01.7000	1497+79.0	4.59	56.34	57.26	57.00	\$ 60*(0.1000/0.10)	\$ 60
01.8000	1492+51.0	4.49	57.79	63.54	61.00	\$ 0*(0.1000/0.10)	\$ 0
01.9000	1487+23.0	4.59	56.54	57.22	57.00	\$ 60*(0.1000/0.10)	\$ 60
02.0000	1481+95.0	4.23	71.86	71.91	72.00	-\$140*(0.1000/0.10)	-\$ 140
02.1000	1476+67.0	4.48	64.33	58.08	61.00	\$ 0*(0.1000/0.10)	\$ 0
02.2000	1471+39.0	4.36	64.66	67.86	66.00	-\$ 20*(0.1000/0.10)	-\$ 20
02.3000	1466+11.0	4.53	57.79	60.90	59.00	\$ 20*(0.1000/0.10)	\$ 20
02.4000	1460+83.0	4.33	60.14	74.35	67.00	-\$ 40*(0.1000/0.10)	-\$ 40
02.5000	1455+55.0	4.54	56.62	61.04	59.00	\$ 20*(0.1000/0.10)	\$ 20
02.6000	1450+27.0	4.55	57.11	60.03	59.00	\$ 20*(0.1000/0.10)	\$ 20
02.7000	1444+99.0	4.43	61.82	64.84	63.00	\$ 0*(0.1000/0.10)	\$ 0
02.8000	1439+71.0	4.44	67.70	58.03	63.00	\$ 0*(0.1000/0.10)	\$ 0
02.9000	1434+43.0	4.61	54.26	58.28	56.00	\$ 80*(0.1000/0.10)	\$ 80
03.0000	1429+15.0	4.48	62.43	59.80	61.00	\$ 0*(0.1000/0.10)	\$ 0
03.1000	1423+87.0	4.71	47.76	56.38	52.00	\$160*(0.1000/0.10)	\$ 160
03.2000	1418+59.0	4.69	49.47	57.22	53.00	\$140*(0.1000/0.10)	\$ 140
03.3000	1413+31.0	4.51	53.27	66.52	60.00	\$ 0*(0.1000/0.10)	\$ 0
03.4000	1408+03.0	4.30	68.01	69.72	69.00	-\$ 80*(0.1000/0.10)	-\$ 80
03.5000	1402+75.0	4.63	56.54	53.98	55.00	\$100*(0.1000/0.10)	\$ 100
03.6000	1397+47.0	4.67	54.01	54.04	54.00	\$120*(0.1000/0.10)	\$ 120
03.7000	1392+19.0	4.59	58.95	55.10	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.8000	1386+91.0	4.29	70.33	67.71	69.00	-\$ 80*(0.1000/0.10)	-\$ 80
03.9000	1381+63.0	4.57	53.96	61.38	58.00	\$ 40*(0.1000/0.10)	\$ 40
04.0000	1376+35.0	4.62	56.92	54.53	56.00	\$ 80*(0.1000/0.10)	\$ 80

Pay Adjustment Subtotal -\$ 2200

Ave Left IRI 65.6 Ave Right IRI 66.8 Ave IRI 66.2

Total IRI adjustments -\$ 2200

Total Bump adjustments -\$ 4500

Total adjustments -\$ 6700

- \$ 3000

- \$ 9,700

**US 79 QA****Westbound Outside Lane****Ride Quality Analysis Rel 2008.11.11**

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Monday Aug 2 2010 12:08:36PM

Input profile data file created Monday Aug 2 2010 12:06:15PM

Hult Zollars, Inc.

AUG 02 2010

District 14

Area Office Georgetown

County 246

CSJ 2402-02-042

Phone 512-858-2993

Input file c:\program files\dynatest\rspwin\data\apac- tx-- wheeler\us 79\2010-08-02 us 79 qa\us79wbl1.pro

Comment

Comment

Highway US79W

Beg RM 0000+00.000

Beg Station 1587+55.0

Lane roadbed L1

Name PaveTex

Bump penalty fine -\$500 each one.

Bumps tagged if greater or equal to 0.1505 inches.

Bonus paid for average IRIs of 30(\$600) to 60(\$0)

Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)

Bonus paid in sections with bump.

Profile Length(Miles) 4.0056 Length(Station Units) 0211+49.6ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.5977	1555+99.3	Bump	.3	.15	-\$ 500
00.5998	1555+88.0	Dip	.3	-.15	-\$ 500
00.6018	1555+77.8	Bump	1.0	.17	-\$ 500
00.6030	1555+71.0	Bump	.3	.15	-\$ 500
00.6051	1555+60.3	Dip	.3	-.16	-\$ 500
01.0777	1530+65.0	Dip	.3	-.16	-\$ 500
01.1128	1528+79.3	Dip	.3	-.16	-\$ 500
01.2291	1522+65.3	Dip	.3	-.16	-\$ 500
01.2333	1522+43.0	Bump	.8	.17	-\$ 500

Bumps/dips detected 9 Bump Fines -\$ 4500

\*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	1582+27.0	3.95	78.59	91.21	85.00	-\$400*(0.1000/0.10)	-\$ 400
00.2000	1576+99.0	3.73	85.86	106.44	96.00	-\$	Corrective Work
00.3000	1571+71.0	3.87	73.52	104.59	89.00	-\$480*(0.1000/0.10)	-\$ 480
00.4000	1566+43.0	3.82	94.47	88.26	91.00	-\$520*(0.1000/0.10)	-\$ 520
00.5000	1561+15.0	4.40	63.85	65.17	65.00	\$ 0*(0.1000/0.10)	\$ 0
00.6000	1555+87.0	4.38	66.64	64.09	65.00	\$ 0*(0.1000/0.10)	\$ 0
00.7000	1550+59.0	3.96	83.60	85.58	85.00	-\$400*(0.1000/0.10)	-\$ 400
00.8000	1545+31.0	4.18	68.51	79.10	74.00	-\$180*(0.1000/0.10)	-\$ 180
00.9000	1540+03.0	4.44	61.56	64.32	63.00	\$ 0*(0.1000/0.10)	\$ 0
01.0000	1534+75.0	4.13	81.85	71.02	76.00	-\$220*(0.1000/0.10)	-\$ 220
01.1000	1529+47.0	4.21	72.46	73.03	73.00	-\$160*(0.1000/0.10)	-\$ 160
01.2000	1524+19.0	4.01	79.28	84.38	82.00	-\$340*(0.1000/0.10)	-\$ 340
01.3000	1518+91.0	4.01	85.64	78.44	82.00	-\$340*(0.1000/0.10)	-\$ 340
01.4000	1513+63.0	4.44	62.13	63.66	63.00	\$ 0*(0.1000/0.10)	\$ 0
01.5000	1508+35.0	4.23	75.28	67.99	72.00	-\$140*(0.1000/0.10)	-\$ 140

-\$ 3,000

01.6000	1503+07.0	4.38	62.37	68.40	65.00	\$ 0*(0.1000/0.10)	\$ 0
01.7000	1497+79.0	4.71	53.50	49.71	52.00	\$160*(0.1000/0.10)	\$ 160
01.8000	1492+51.0	4.31	76.28	60.02	68.00	-\$ 60*(0.1000/0.10)	-\$ 60
01.9000	1487+23.0	4.11	87.50	67.16	77.00	-\$240*(0.1000/0.10)	-\$ 240
02.0000	1481+95.0	4.51	62.31	58.12	60.00	\$ 0*(0.1000/0.10)	\$ 0
02.1000	1476+67.0	4.65	52.50	56.47	54.00	\$120*(0.1000/0.10)	\$ 120
02.2000	1471+39.0	4.28	71.68	67.63	70.00	-\$100*(0.1000/0.10)	-\$ 100
02.3000	1466+11.0	4.38	67.02	63.58	65.00	\$ 0*(0.1000/0.10)	\$ 0
02.4000	1460+83.0	4.51	61.27	58.48	60.00	\$ 0*(0.1000/0.10)	\$ 0
02.5000	1455+55.0	4.43	60.10	66.45	63.00	\$ 0*(0.1000/0.10)	\$ 0
02.6000	1450+27.0	4.27	72.46	67.33	70.00	-\$100*(0.1000/0.10)	-\$ 100
02.7000	1444+99.0	4.28	71.05	68.07	70.00	-\$100*(0.1000/0.10)	-\$ 100
02.8000	1439+71.0	4.16	75.30	74.43	75.00	-\$200*(0.1000/0.10)	-\$ 200
02.9000	1434+43.0	4.59	57.63	55.91	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.0000	1429+15.0	4.26	72.66	68.32	70.00	-\$100*(0.1000/0.10)	-\$ 100
03.1000	1423+87.0	4.17	79.03	69.79	74.00	-\$180*(0.1000/0.10)	-\$ 180
03.2000	1418+59.0	4.39	61.68	67.98	65.00	\$ 0*(0.1000/0.10)	\$ 0
03.3000	1413+31.0	4.41	70.35	58.05	64.00	\$ 0*(0.1000/0.10)	\$ 0
03.4000	1408+03.0	4.44	64.03	61.49	63.00	\$ 0*(0.1000/0.10)	\$ 0
03.5000	1402+75.0	4.53	56.62	62.22	59.00	\$ 20*(0.1000/0.10)	\$ 20
03.6000	1397+47.0	4.30	68.38	68.63	69.00	-\$ 80*(0.1000/0.10)	-\$ 80
03.7000	1392+19.0	4.45	62.79	62.21	62.00	\$ 0*(0.1000/0.10)	\$ 0
03.8000	1386+91.0	4.58	55.68	58.97	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.9000	1381+63.0	4.27	69.96	69.72	70.00	-\$100*(0.1000/0.10)	-\$ 100
04.0000	1376+35.0	4.33	68.51	66.67	68.00	-\$ 60*(0.1000/0.10)	-\$ 60

Pay Adjustment Subtotal -\$ 4080

Ave Left IRI 69.8 Ave Right IRI 69.6 Ave IRI 69.7

Total IRI adjustments -\$ 4080

Total Bump adjustments -\$ 4500

Total adjustments -\$ 8580

-\$ 3000

-\$ 11,580



**Commissioners Court - Regular Session****29.****Meeting Date:** 08/02/2011

08WC607 US 79 Section 5B Change Order No 15

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 15 in the amount of \$1,022.33 for US 79 Section 5B, a Pass Through Financing Project in Precinct Four.

**Background**

This change order provides payment to the contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work. The use of off-duty law enforcement was necessary to enhance the safety of the traveling public, and payment for this item was calculated in accordance with specification Item 9, Article 9.5 "Force Account".

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**Attachments**US 79 Section 5B CO 15**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:32 AM
	Final Approval Date: 07/28/2011	

WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 15

1. CONTRACTOR: J. C. Evans Construction
2. Change Order Work Limits: Sta. 1375+02 to Sta. 1587+45
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3L (3 Max. - In order of importance - Primary first)


Project:	08WC607
Roadway:	US 79 Section 5B
CSJ Number:	0204-04-042

5. Describe the work being revised:

3L: County Convenience. Revising safety work/measures desired by the County. This change order provides payment to the contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p>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 expenses; additional changes for time *, overhead and profit; or loss of compensation as a result of this change.</p> <p>THE CONTRACTOR Date 7-8-11</p> <p>By </p> <p>Typed/Printed Name Blake Connerka</p> <p>Typed/Printed Title P.M.</p>	<p>The following information must be provided</p> <p>Time Ext. #: N/A Days added on this CO: 0</p> <p>Amount added by this change order: \$1,012.20</p>
--	---

RECOMMENDED FOR EXECUTION:

 P.E. 7/25/11  
Project Manager Date  
Construction Observer

Design Engineer Date

 7/25/2011  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

**CHANGE ORDER NUMBER: 15**

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

TABLE B: Contract Items

[illegible]



CHANGE ORDER NUMBER: 15

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

**TABLE B: Contract Items**

[illegible]

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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 Pass Through Financing**

**US 79, Section 5B  
Williamson County Project No. 08WC607**

**Change Order No. 15**

**Reason for Change**

This change order provides payment to the contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work. Payment for off-duty law enforcement was calculated in accordance with specification Item 9, Article 9.5 "Force Account".

Following is a summary of the new bid item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
9999-2005	FORCE ACCOUNT – OFF-DUTY POLICE OFFICERS	1	LS

This Change Order results in a net increase of \$1,012.20 to the Contract amount, for an adjusted total Contract amount of \$15,949,544.65. The original Contract amount was \$16,986,053.49. As a result of this and all Change Orders to date, \$1,036,508.84 has been deducted from the Contract, resulting in a 6.10% net decrease in the Contract Cost. No additional days will be added to the Contract as a result of this Change Order.

**Huitt~Zollars, Inc.**

Kenneth L. 'Zeke' Zieschang, P.E.

**Williamson County Pass Through Financing**

**US 79, Section 5B  
Williamson County Project No. 08WC607**

**Change Order No. 15**

**Reason for Change**

This change order provides payment to the contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work. Payment for off-duty law enforcement was calculated in accordance with specification Item 9, Article 9.5 "Force Account".

Following is a summary of the new bid item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
9999-2005	FORCE ACCOUNT – OFF-DUTY POLICE OFFICERS	1	LS

This Change Order results in a net increase of \$1,012.20 to the Contract amount, for an adjusted total Contract amount of \$15,949,544.65. The original Contract amount was \$16,986,053.49. As a result of this and all Change Orders to date, \$1,036,508.84 has been deducted from the Contract, resulting in a 6.10% net decrease in the Contract Cost. No additional days will be added to the Contract as a result of this Change Order.

**Huitt~Zollars, Inc.**

Kenneth L. 'Zeke' Zieschang, P.E.

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/02/2011

10WC823 Hero Way Change Order No 3

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 3 in the amount of \$16,661.05 for Hero Way, a Road Bond Project in Precinct Two.

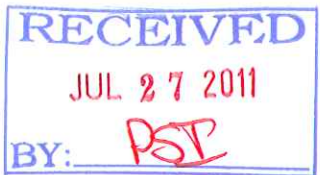
**Background**

This Change Order adjusts the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. This Change Order also provides a costs savings to change the storm sewer inlet standards to the TxDOT Austin District standards. The City of Leander concurs with the change in inlet standards. This change order is in the amount of \$16,661.05 and does not add or deduct any days to the contract time.

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**Attachments**Hero Way CO 3**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:38 AM
	Final Approval Date: 07/28/2011	



WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: DNT Construction
2. Change Order Work Limits: Sta. 2+00 to Sta. 40+50
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 5E (3 Max. - In order of importance - Primary first)

Project:	<u>10WC823</u>
Roadway:	<u>Hero Way</u>
Purchase Order Number:	<u></u>

5. Describe the work being revised:

**1A: Design Error or Omission. Incorrect PS&E.** This Change Order corrects the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. **3H: County Convenience. Cost savings opportunity discovered during construction.** The standard for curb inlets was changed from the specified TxDOT San Antonio District Standards to the TxDOT Austin District Standards. The City of Leander concurs with the change in inlet standards.

6. Work to be performed in accordance with Items: See Attached.
7. New or revised plan sheet(s) are attached and numbered: 153A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>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 expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>7/26/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Erik Zamora</u></p> <p>Typed/Printed Title <u>Project Manager - DNT</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>      </u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$16,661.05</u></p>
---	---

RECOMMENDED FOR EXECUTION:

[Signature] 7/26/11  
Project Manager Date  
Construction Observer

N/A  
Design Engineer Date

[Signature] 7/29/2011  
Program Manager Date

Design Engineer's Seal:

See Revised Plan Sheet

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date  
APPROVED

**CHANGE ORDER NUMBER: 3**

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

**TABLE B: Contract Items**

[illegible]



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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**

**Hero Way  
Williamson County Project No. 10WC823**

**Change Order No. 3**

**Reason for Change**

This Change Order corrects the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. This error was acknowledged and verified by the Engineer.

A cost savings opportunity for Williamson County was identified due to a change in the TxDOT standards for curb inlets from the San Antonio District Standards to the Austin District Standards. After reviewing the proposal from the contractor and with concurrence from the City of Leander, it was decided that the Austin District Standards will be used, which are the same standards used on the typical Williamson County Road Bond project. This Change Order will provide new contract prices for the curb inlets.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
465-2020	INLET (COMPL) (CURB) (TY II)	20.0	EA
465-2195	INLET (COMPL) (CURB) (TY I)	2.0	EA
465-XXXX	INLET (COMPL) (CURB) (TY II) (SPL)	5.0	EA

This Change Order results in a net increase of \$16,661.05 to the Contract amount, for an adjusted Contract amount of \$4,164,831.31. The original Contract amount was \$4,232,522.80. As a result of this and all Change Orders to date, \$67,691.49 has been deducted from the Contract, resulting in a 1.6% net decrease in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

**Commissioners Court - Regular Session****31.****Meeting Date:** 08/02/2011

10WC823 Hero Way Change Order No 4

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 4 in the amount of \$36,278.03 for Hero Way, a Road Bond Project in Precinct Two.

**Background**

This Change Order provides compensation to the Contract to expand Pond A and raise the pond elevation due to groundwater that was encountered during excavation to the proposed plan grade. The design of the vertical alignment of Storm Drain Line A was also adjusted. These changes have been approved by TCEQ.

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**Attachments**Hero Way CO 4**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:42 AM
	Final Approval Date: 07/28/2011	



# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: DNT Construction
2. Change Order Work Limits: Sta. 30+50 to Sta. 32+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>10WC823</u>
Roadway:	<u>Hero Way</u>
Purchase Order Number:	<u></u>

5. Describe the work being revised:

**2E: Differing Site Conditions (unforeseeable).** Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides compensation to the Contractor to expand Pond A and raise the pond elevation due to groundwater that was encountered during excavation to the proposed plan grade. The design of the vertical alignment of Storm Drain Line A was also adjusted. These changes have been approved by TCEQ.

6. Work to be performed in accordance with Items: See Attached.
7. New or revised plan sheet(s) are attached and numbered: 137-139, 234, 235, 235A, & 238
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>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 expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>7/26/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Eck Zamora</u></p> <p>Typed/Printed Title <u>Project Manager - DNT</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$36,278.03</u></p>
--	--

## RECOMMENDED FOR EXECUTION:

[Signature] 7/26/11  
Project Manager Date  
Construction Observer

N/A  
Design Engineer Date

[Signature] 7/26/2011  
Program Manager Date

Design Engineer's Seal:

See Revised Plan Sheets

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date  
APPROVED

**CHANGE ORDER NUMBER: 4**

[illegible][illegible]

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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**

**Hero Way  
Williamson County Project No. 10WC823**

**Change Order No. 4**

**Reason for Change**

This Change Order provides compensation for additional work by the Contractor to expand Pond A, adjust Pond A elevations and the elevations on Storm Drain Line A, and add an underdrain system in Pond A. A significant amount of groundwater was encountered when the Contractor excavated the area for the bottom of the pond to the proposed grades. The engineer contacted and received approval from TCEQ for raising the pond elevation, widening the pond, and installing an underdrain system to avoid the groundwater.

Following is a summary of the new item required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
9006-WC01	WATER QUALITY POND A REVISIONS	1	LS

This Change Order results in a net increase of \$36,278.03 to the Contract amount, for an adjusted Contract amount of \$4,201,109.34. The original Contract amount was \$4,232,522.80. As a result of this and all Change Orders to date, \$31,413.46 has been deducted from the Contract, resulting in a 0.7% net decrease in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.



**Commissioners Court - Regular Session****32.****Meeting Date:** 08/02/2011

10WC823 Hero Way Change Order No 5

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 5 in the amount of \$550.00 for Hero Way, a Road Bond Project in Precinct Two.

**Background**

This Change Order provides payment for additional work by the Contractor to cap an existing vent pipe on the sanitary sewer line, which is located in the middle of the proposed roadway.

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**Attachments**Hero Way CO 5**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:45 AM
	Final Approval Date: 07/28/2011	



WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 5

1. CONTRACTOR: DNT Construction
2. Change Order Work Limits: Sta. 31+00 to Sta. 31+25
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G (3 Max. - In order of importance - Primary first)

Project:	<u>10WC823</u>
Roadway:	<u>Hero Way</u>
Purchase Order Number:	<u></u>

5. Describe the work being revised:

**2G: Differing Site Conditions. Unadjusted utility (unforeseeable).** This Change Order provides compensation for additional work by the Contractor to cap an existing sanitary sewer line vent pipe, which is located in the middle of the proposed roadway.

6. Work to be performed in accordance with Items: See Attached.
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>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 expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>7/26/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Er. K Zamora</u></p> <p>Typed/Printed Title <u>Project Manager-DNT</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$550.00</u></p>
--	---

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/26/11  
Project Manager Date  
Construction Observer

N/A  
Design Engineer Date

[Signature] 7/27/2011  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date  
APPROVED

CHANGE ORDER NUMBER: 5

[illegible][illegible]

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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**

**Hero Way  
Williamson County Project No. 10WC823**

**Change Order No. 5**

**Reason for Change**

This Change Order provides compensation for additional work by the Contractor to cap an existing vent pipe on the existing 27-inch City of Leander sanitary sewer line, which runs across the project on the west side of Brushy Creek. The existing vent pipe is located in the middle of the proposed roadway. The City of Leander has approved the vent pipe being capped.

Following is a summary of the new item required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
9999-003	CAP EXISTING VENT PIPE ON SEWER LINE	1	LS

This Change Order results in a net increase of \$550.00 to the Contract amount, for an adjusted Contract amount of \$4,201,659.34. The original Contract amount was \$4,232,522.80. As a result of this and all Change Orders to date, \$30,863.46 has been deducted from the Contract, resulting in a 0.7% net decrease in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/02/2011

11WC906 O'Connor Drive Change Order No 1

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider approving Change Order No. 1 in the amount of \$7,113.00 for O'Connor Drive, a Road Bond Project in Precinct One.

**Background**

This Change Order provides payment to the Contractor to relocate the existing safety lighting (2 poles) and conduit to a new location out of the way of the roadway improvements in the newly reconstructed center median on O'Connor Drive, north of RM 620.

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**Attachments**O'Connor Drive CO 1**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 10:02 AM
Form Started By: Tiffany Mcconnell		Started On: 07/28/2011 09:49 AM
	Final Approval Date: 07/28/2011	

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. 7+80 to Sta. 11+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 6C (3 Max. - In order of importance - Primary first)

Project: 11WC906

Roadway: O'Connor Dr Ext.

Purchase Order  
Number: \_\_\_\_\_

5. Describe the work being revised:

**6C: Untimely ROW/Utilities. Utilities not clear.** This Change Order provides payment to the Contractor to relocate the existing safety lighting (2 poles) and conduit to a new location out of the way of the roadway improvements in the newly reconstructed center median on O'Connor Drive, north of RM 620.

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: 279A

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>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 expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>	<b>The following information must be provided</b>
THE CONTRACTOR Date _____	Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u>
By _____	Amount added by this change order: <u>\$7,113.00</u>
Typed/Printed Name _____	
Typed/Printed Title _____	

## RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Project Manager Date \_\_\_\_\_  
Construction Observer

\_\_\_\_\_  
N/A  
Design Engineer Date \_\_\_\_\_

\_\_\_\_\_  
Program Manager Date \_\_\_\_\_

Design Engineer's Seal:

N/A

\_\_\_\_\_  
County Commissioner Precinct 1 Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 2 Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 3 Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 4 Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
☐ County Judge Date \_\_\_\_\_  
APPROVED



**WILLIAMSON COUNTY, TEXAS**

**CHANGE ORDER NUMBER:** 1

**Project #** 11WC906

**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]**TABLE B: Contract Items**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
416-2029	DRILL SHAFT (RDWY ILLUM POLE) (30 IN)	LF	\$168.00	0.00	\$0.00	16.00	16.00	\$2,688.00	\$2,688.00
618-2018	CONDT (PVC)(SCH 40)(2")	LF	\$7.50	210.00	\$1,575.00	450.00	660.00	\$4,950.00	\$3,375.00
624-2007	GROUND BOX TY A	EA	\$525.00	0.00	\$0.00	2.00	2.00	\$1,050.00	\$1,050.00
<b>TOTALS</b>					\$1,575.00			\$8,688.00	\$7,113.00

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 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
3. 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
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**

**O'Connor Drive Extension  
Williamson County Project No. 11WC906**

**Change Order No. 1**

**Reason for Change**

This Change Order provides payment to the Contractor to relocate two existing light poles and existing conduit in conflict with the construction of the intersection improvements on O'Connor Drive, north of RM 620. The conflict was created by the design of the new additional left turn lane which is being added through a reduction in the width of the center median. The light poles will be relocated to the newly reconstructed narrow center median on O'Connor Drive.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	16	LF
624-2007	GROUND BOX TY A	2	EA

This Change Order results in a net increase of \$7,113.00 to the Contract amount, for an adjusted Contract amount of \$5,749,642.92. The original Contract amount was \$5,742,529.92. As a result of this and all Change Orders to-date, \$7,113.00 has been added to the Contract, resulting in a 0.1% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

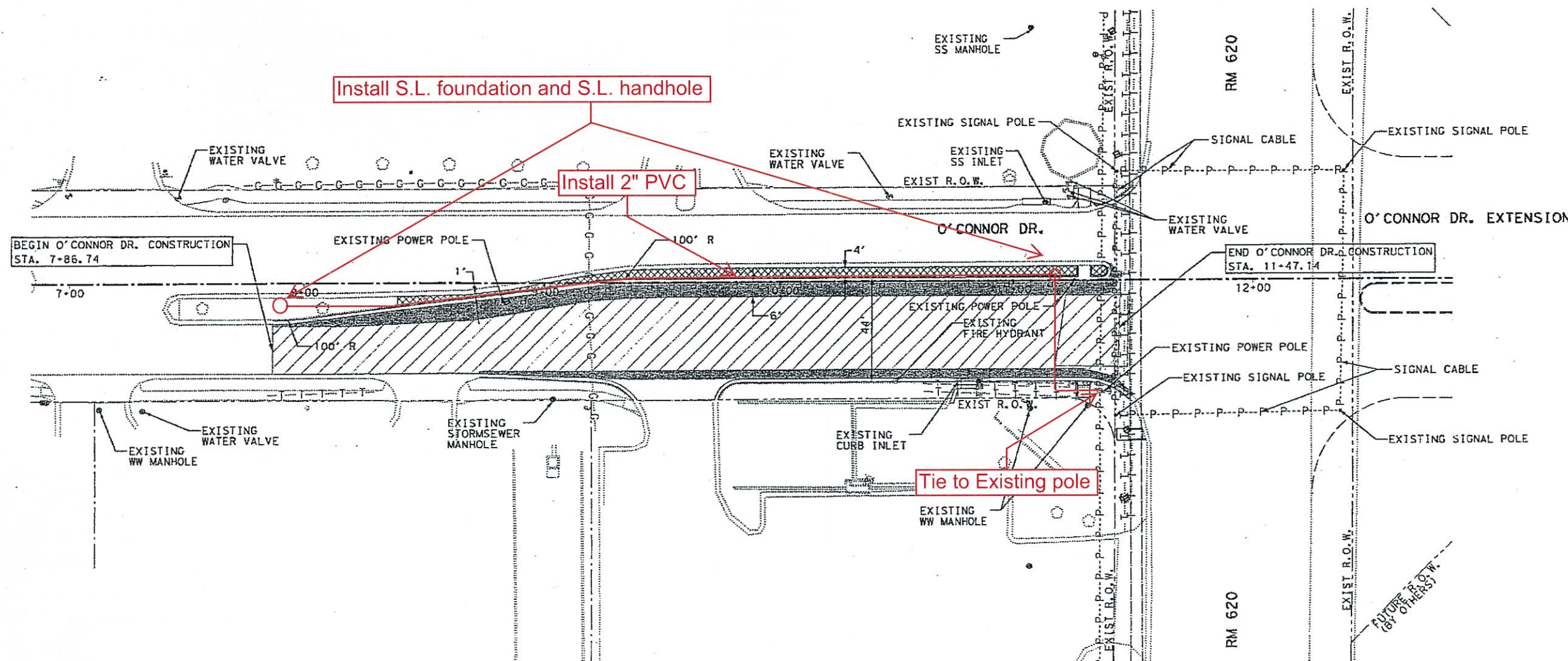
**HNTB Corporation**

James Klotz, P.E.

**LEGEND**

- G-G-G-G- EXIST. GAS LINE
- P-P-P-P- EXIST. OVER HEAD ELECTRICAL
- X" W - - - EXIST. WATER LINE
- - - - - EXIST. WASTE WATER LINE
- T-T-T-T- EXIST. UNDER GROUND TELECOM
- [Hatched Box] PROPOSED PAVEMENT
- [Diagonal Lines Box] MILLED/OVERLAYED PAVEMENT
- [Cross-hatched Box] PAVERS

SCALE: 1" = 50'  
 25 0 25



Items	Qty
2" Schedule 40 conduit W/ 2500 lb. pull tab	450'
Foundation	2
Pull Box	2

**O'CONNOR DR. & GREAT OAKS DR. AT RM 620**  
**O'CONNOR DR.**  
**EXISTING UTILITY LAYOUT**

Klotz Project No 0510.003.001		
CSW		
Client I.D. RM 620 INTERSECTIONS		
Drawn By	MMW	Checked By CMS
Scale	AS SHOWN	Sheet No.
Date	11/18/2010	1 of 1 279A

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 08/02/2011

SH 195 Amended PUA

**Submitted For:** Charlie Crossfield

**Submitted By:**

Charlie Crossfield,  
Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider authorizing County Judge to execute an Amended Possession and Use Agreement with APW Corp and Bobby Stanton regarding right-of-way and easements on SH 195. (Parcels 122/125)

**Background**

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**Attachments**

APW/STANTON- Amended PUA

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 10:02 AM
Form Started By: Charlie Crossfield		Started On: 07/28/2011 09:58 AM
	Final Approval Date: 07/28/2011	

## US 195 Project

25

305

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WHEREAS, APW CORP, a Texas corporation, and BOBBY G. STANTON, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tracts of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-H", which is attached hereto and made a part hereof (the Property); and

WHEREAS, the parties desire to amend the original Possession and Use Agreement dated April 15<sup>th</sup>, 2010, and recorded in Document No. 2010026854,

WHEREAS, THE STATE OF TEXAS, acting by and through WILLIAMSON COUNTY, TEXAS plans to acquire a fee simple and or drainage easement interest in the portion of the Property described in Exhibits "A-B", PEDERNALES ELECTRIC COOPERATIVE, INC. plans to acquire an electric utility easement interest in the portion of the Property described in Exhibits "C-E", THE CITY OF GEORGETOWN, TEXAS plans to acquire a waterline easement and temporary construction easement interest in the portion of the Property described in Exhibit "F", and the LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation plans to acquire an electric easement interest in the portion of the Property described in Exhibits "G-H" (collectively acting by and through WILLIAMSON COUNTY, TEXAS and referred to as "GRANTEE"); and

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

Construction of the Highway 195 roadway improvements and related utility location and relocation activities (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the non-refundable payment ("Entry Payment") of TWO HUNDRED THOUSAND AND 00/100 Dollars (\$200,000.00), which amount represents the portion of the estimated compensation for the acquisition of the Property to be acquired that is not currently in dispute between the parties, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A", along with the additional right to temporarily enter the remaining property of GRANTOR solely for the purposes of installing a city of Georgetown water line. Additionally, within one (1) year of the approval of this Agreement by Grantee, Grantee shall convey an additional EIGHTY-FIVE THOUSAND TWO HUNDRED AND THIRTY-NINE AND 00/100 DOLLARS (\$85,239.00) to Grantor as an additional Entry Payment.

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

This acquisition is under threat of condemnation.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-H", and any other real property situated on Exhibits "A-H". In the event that a subsequent award of the Special Commissioners or subsequent judgment in any condemnation proceeding is less than the Entry Payment provided by this agreement, GRANTOR is nonetheless entitled to keep the full amount of the Entry Payment.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto upon the property described in Exhibits "A-B". Utility relocation, if any, shall include, but not be limited to, the relocation of water lines, electrical lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "C-H". The property described in exhibits "C-E" and "G-H" shall be used only for the installation of electric transmission/distribution line facilities. The property described in Exhibit "F" shall be used only for the installation of waterline facilities.

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

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

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



The parties further agree as follows:

1. **THAT BY VIRTUE OF THE GRANTING OF PERMISSION TO THE GRANTEE TO TAKE TEMPORARY POSSESSION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT, GRANTOR DOES NOT WAIVE ANY LEGAL RIGHTS OR DEFENSES UNDER THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION AND STATUTES OF THE STATE OF TEXAS OR ANY OTHER PROVISIONS OF THE LAW THAT GRANTOR MAY HAVE IN CONNECTION WITH THE ACQUISITION OF ANY RIGHTS TO THE PROPERTY BY THE GRANTEE.**
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date that deposit of the Special Commissioners' award is made. If the Special Commissioners award is less than or equal to the Entry Payment so that no additional deposit is required, the date of valuation shall be the date of the Special Commissioners' hearing.
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantor's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
7. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, a Petition in Condemnation will be filed within thirty (30) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$285,239.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

8. GRANTEE agrees to indemnify and hold GRANTOR harmless from any damages or other losses to third parties resulting from any acts or omissions of the GRANTEE, its employees, agents or assigns, in carrying out the activities and tasks permitted by this Agreement on the Property.

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

Executed this the 18 day of July, 2011.

**GRANTOR:**

APW CORP, a Texas corporation

By: Bobby G. Stanton

Its: President

Address: 406 Simiso  
Georgetown Tex 78628

Bobby G. Stanton  
BOBBY G. STANTON

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

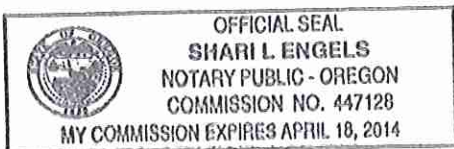
\_\_\_\_\_  
County Judge Dan A. Gattis  
Williamson County, Texas

ACKNOWLEDGMENT

Oregon  
STATE OF ~~TEXAS~~

COUNTY OF Douglas

This instrument was acknowledged before me on this the 18th day of July, 2011  
by Bobby Stanton, in the capacity and for the purposes and consideration recited herein.



Shari Engels  
Notary Public, State of Texas

Printed Name: Shari Engels

My Commission Expires: 4/10/14

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2011 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and  
consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

After recording return to:

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

EXHIBIT A

County: Williamson  
Highway: SH 195  
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35  
ROW CSI: 0440-02-012

Legal Description Parcel 122-E

BEING a 0.087 acre (3,770 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.087 acre tract is out of and a part of the residue of a 50.55 acre tract (Tract One) of land conveyed by Joseph Everett Sybert, Jr. and wife, Linda Kay Sybert to APW Corporation by deed recorded August 30, 2002 as Document No. 2002066778 of the Official Public Record of Williamson County, Texas, said 0.087 acre tract is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for a southern angle point of the above referenced 50.55 acre tract and an angle point in a northwest line of a 17.55 acre tract owned by Bobby G. Stanton by deed recorded August 29, 2002 as Document No. 2002066777 of said Official Public Records, said point is located 485.97 feet left of Proposed SH 195 Baseline Station 1722+92.59;

THENCE South 45° 13' 32" West with the common line of the said 17.55 acre tract and the said 50.55 acre tract for a distance of 366.21 feet a calculated point in the existing northeast right of way line of State Highway 195 (SH 195), said point being the south corner of said 50.55 acre tract and the most westerly corner of the above referenced 17.55 acre tract, from which a 1/2 inch iron rod found for witness bears North 50° 34' 25" East a distance of 0.79 feet, said point is located 125.87 feet left of Proposed SH 195 Baseline Station 1723+56.61;

THENCE North 32° 02' 49" West with the said existing northeast right of way line of SH 195 and with the southwest line of said 50.55 acre tract for a distance of 163.68 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set for a point of curvature, from which a TxDOT Type I concrete monument found bears North 57° 55' 06" West a distance of 7.02 feet, said monument being located 133.33 feet left of Proposed SH 195 Baseline Station 1721+95.83;

THENCE continuing with the said existing northeast right of way line of SH 195 in a northwesterly direction and with a curve turning to the left for an arc distance of 16.13 feet, said curve has a radius of 8235.11 feet, a delta angle of 0° 06' 44", a chord bearing of North 32° 06' 11" West, and a chord distance of 16.13 feet to a 5/8 inch iron rod with

EXHIBIT \_\_\_\_\_

TxDOT aluminum cap set for the POINT OF BEGINNING of the herein described tract, said rod is located 134.24 feet left of Proposed SH 195 Baseline Station 1721+80.00;

1. THENCE continuing with the said existing northeast right of way line of SH 195 in a northwesterly direction with a curve turning to the left for an arc distance of 61.17 feet, said curve has a radius of 8235.11 feet, a delta angle of  $0^{\circ} 25' 32''$ , a chord bearing of North  $32^{\circ} 22' 19''$  West, and a chord distance of 61.17 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for the most westerly corner of the herein described tract and for the non-tangent ending of said curve, said rod is located 137.69 feet left of Proposed SH 195 Baseline Station 1721+20.00,
2. THENCE North  $54^{\circ} 10' 03''$  East leaving said existing row way line and with the northwest line of the herein described tract for a distance of 62.31 feet to a calculated point for corner, said point being located 200.00 feet left of Proposed SH 195 Baseline Station 1721+20.00;
3. THENCE South  $30^{\circ} 57' 48''$  East with the northeast line of the herein described tract for a distance of 61.75 feet to a calculated point for corner, said point being located 195.00 feet left of Proposed SH 195 Baseline Station 1721+80.00;

EXHIBIT \_\_\_\_\_

4. THENCE South 54° 37' 03" West with the southeast line of the herein described tract for a distance of 60.76 feet to the POINT OF BEGINNING, said described tract containing 0.087 acres (3,770 square feet) of land, more or less.

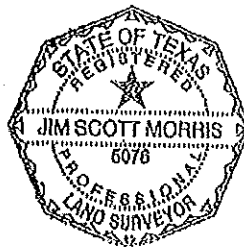
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

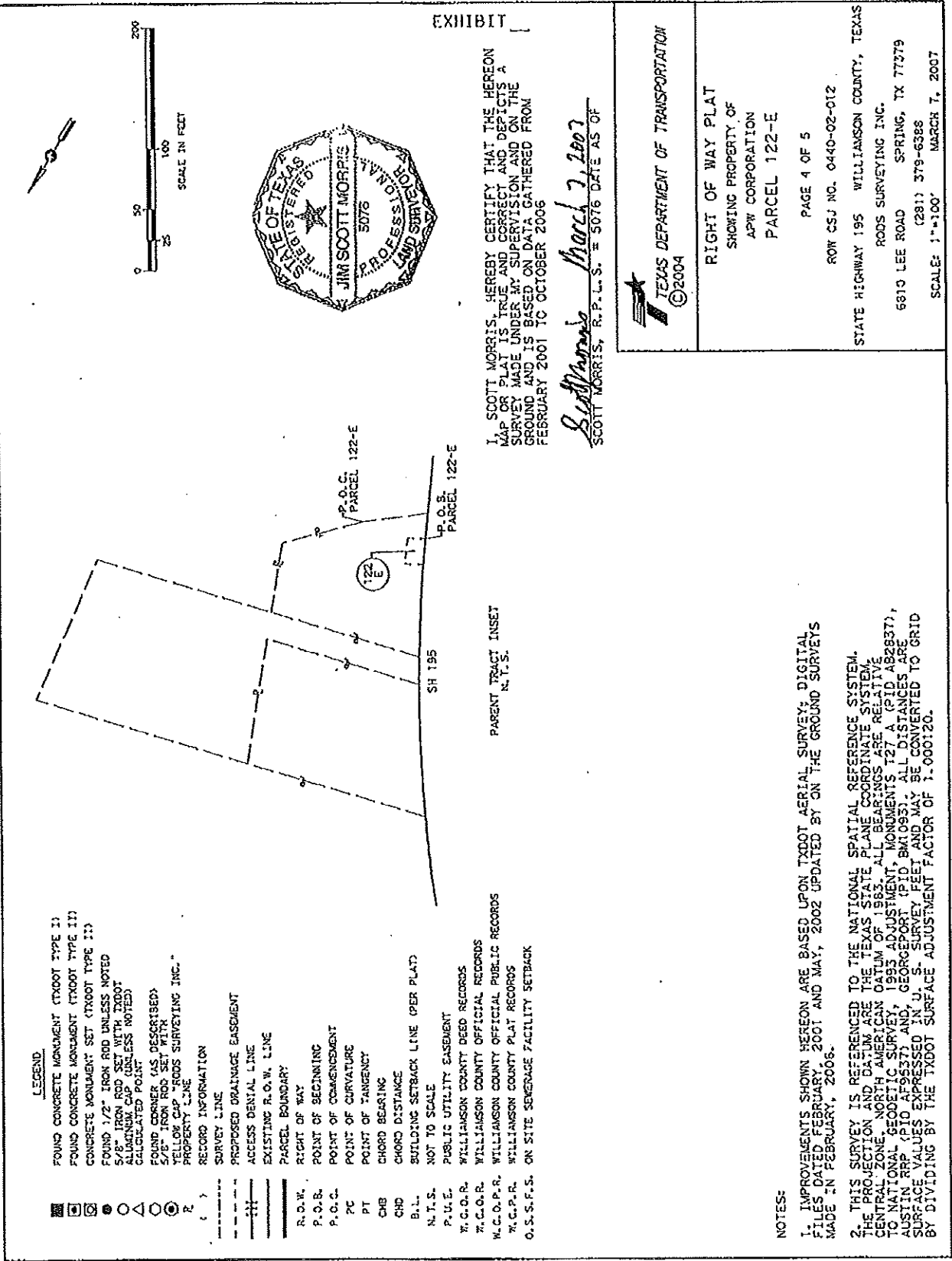
This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring Texas 77379  
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: March 7, 2007







CALLED 17.55 ACRES  
 BOBBY G. STANTON  
 DOCUMENT NO. 2002066  
 AUGUST 29, 2002  
 W. C. O. P. R.

STA 172+80.00  
 195.00' L.  
 S 54° 37' 03" W  
 60.76'  
 STA 172+56.61  
 P.O.B.  
 PARCEL 122E 125.87' L.  
 STA 172+30.00  
 N 54° 03' 10" E  
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RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
APW CORPORATION  
PARCEL 122-E

PAGE 5 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388  
SCALE= 1"=100' MARCH 7, 2007

EXHIBIT

[illegible]

EXHIBIT B

County: Williamson  
Highway: SH 195  
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35  
ROW CSJ: 0440-02-012

Legal Description Parcel 125

BEING a 0.891 acre (38,829 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.891 acre tract of land is out of and a part of a 49.45 acre tract (Tract Two) of land conveyed by Joseph Everett Sybert, Jr. and wife, Linda Kay Sybert to APW Corporation by deed recorded August 30, 2002 as Document No. 2002066778 of the Official Public Record of Williamson County, Texas, said 0.891 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for a southeastern angle point of the above referenced 49.45 acre tract and for a northwestern angle point of a 54.3 acre tract conveyed by Richard M. Strang and wife, Diane Strang, to Scott R. Wood and wife Shannon L. Wood by deed recorded September 27, 2005 in Document No. 2005076662, of the Official Public Records of Williamson County, Texas, said rod is located 460.74 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1740+93.89;

THENCE South 47° 13' 17" West with a common line of the 49.45 acre tract and the 54.3 acre tract for a distance of 332.11 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 133.25 feet left of Proposed SH 195 Baseline Station 1741+49.05;

1. THENCE South 47° 13' 17" West continuing with said common line for a distance of 45.68 feet to a calculated point in the existing east right of way line of SH 195 for the most southerly corner of the said 49.45 acre tract and for the most westerly corner of the said 54.3 acre tract, from which a 1/2 inch iron rod found bears North 47° 13' 17" East a distance of 2.33 feet;
2. THENCE North 32° 02' 49" West with the existing east right of way line of SH 195 for a distance of 1705.59 feet to a TxDOT Type II concrete monument set at the intersection of the existing east right of way line of SH 195 and the proposed east right of way line of SH 195, said monument is located 123.08 feet left of Proposed SH 195 Baseline Station 1724+51.67;

EXHIBIT \_\_\_\_\_

3. THENCE South  $33^{\circ} 35' 51''$  East with the proposed east right of way line of SH 195 for a distance of 1048.62 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 130.00 feet left of Proposed SH 195 Baseline Station 1735+00.00;
4. THENCE South  $33^{\circ} 30' 16''$  East continuing with the proposed east right of way line of SH 195 for a distance of 649.06 feet to the POINT OF BEGINNING, said described tract containing 0.891 acres (38,829 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

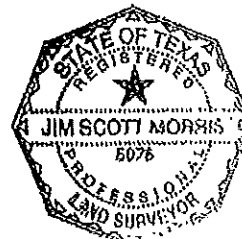
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring Texas 77379  
Phone (281) 379-6388

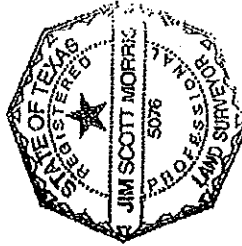
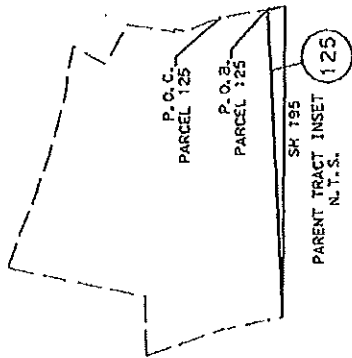
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: March 7, 2007



# LEGEND

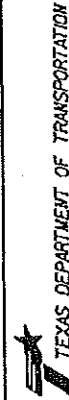
- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE III)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP - RODS SURVEYING INC. -
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



## EXHIBIT

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

*Scott Morris* March 7, 2007  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
APW CORPORATION  
PARCEL 125  
PAGE 3 OF 6

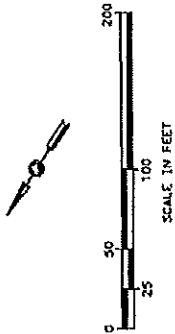
ROW CSJ NO. 0440-02-012  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MARCH 7, 2007

### NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS 127 A (PID AB2837), AUSTIN RRP (PID AF3537) AND, GEORGETOWN (PID BM1055) ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
49.45	2,154,042	0.891	48.559	2,115,213		

# W. ROBERTS SURVEY. A-524



CALLLED 49.45 ACRES  
(TRACT 2)  
APW CORPORATION  
DOCUMENT NO. 2002066778  
AUGUST 30, 2002  
N.C.O.P.R.

CALLLED 17.55 ACRES  
STATION  
BOBBY G. STATION  
DOCUMENT NO. 2002066777  
AUG. 29, 2002, N.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY  
CALLLED 6.085 ACRES (LEASEMENT)  
DOCUMENT 9802466 N.C.O.R.  
JANUARY 17, 1998

125

PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

SH 195

100' R.O.W.

CSJ 0440-02-001

STATE OF TEXAS

COMMISSIONERS

WILLAMSON COUNTY

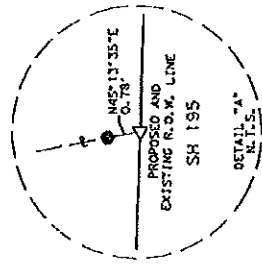
GEORGETOWN CITY LIMIT

EXISTING R.O.W. LINE

20' Road Widening Easement Per Plat

PROPOSED BASELINE

PROPOSED R.O.W. LINE



MATCHLINE STA 1730+00

SEE PAGE 5

EXHIBIT

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
APW CORPORATION  
PARCEL 125

PAGE 4 OF 6

ROW CSJ NO. 0440-02-012

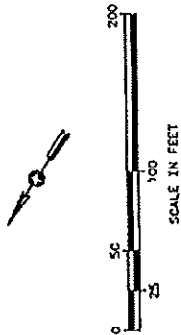
STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007



EXHIBIT

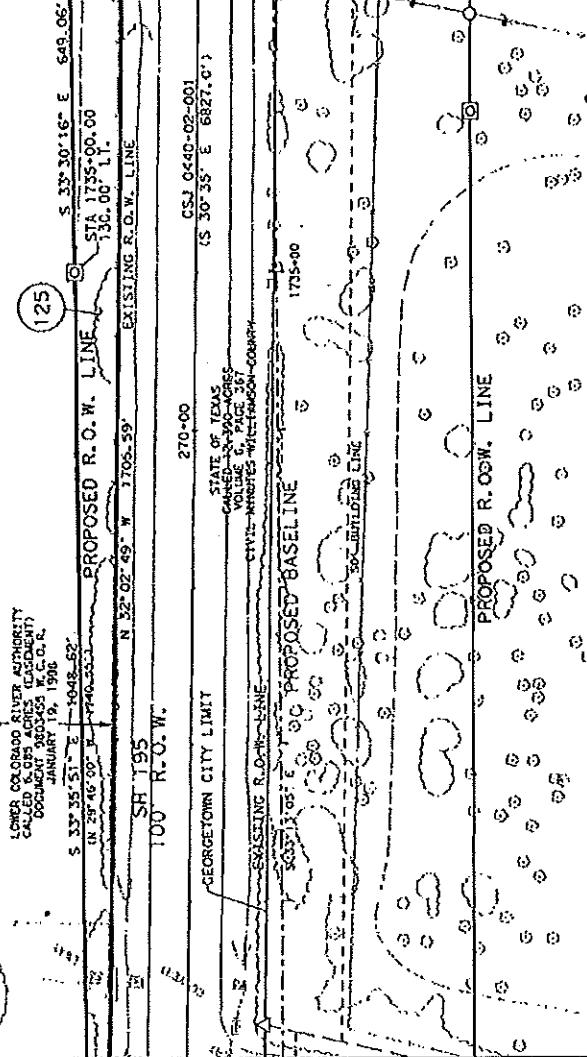
MATCHLINE STA 1737+00

SEE PAGE 6

# W. ROBERTS SURVEY, A-524

CALLED 49.95 ACRES  
 TRACT 2  
 APW CORPORATION  
 DOCUMENT NO. 2002066778  
 AUGUST 30, 2002  
 W.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY  
 CALLED 10.00 ACRES (EXCERPT)  
 DOCUMENT NO. 1906  
 JANUARY 19, 1906



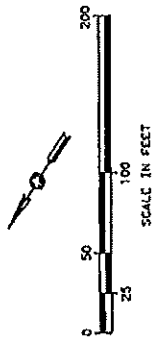
MATCHLINE STA 1730+00

SEE PAGE 4

RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF  
 APW CORPORATION  
 PARCEL 125

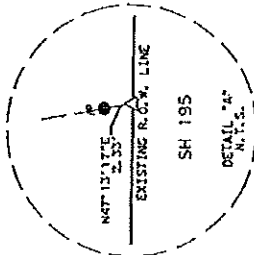
PAGE 5 OF 6

ROW CSJ NO. 0440-02-012  
 STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
 RODS SURVEYING INC.  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALE: 1"=100' MARCH 7, 2007



EXHIBIT

W. ROBERTS SURVEY, A-524



P.O.C.  
PARCEL 125  
STA 1740+93.89  
460.74' L.T.

CALLLED 54.3 ACRES  
WIFE SHANNON WOOD  
DOCUMENT NO. 2005076662  
SEPTEMBER 27, 2005  
W.C.O.P.R.

LOWER COLORADO  
RIVER AUTHORITY  
(EASEMENT) EASEMENT  
DOCUMENT 9800449  
M.C.O.R.  
DECEMBER 17, 1997

CALLLED 49.45 ACRES  
TRACT 2  
APW CORPORATION  
DOCUMENT NO. 2002066778  
AUGUST 30, 2002  
W.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY  
CALLLED 8.095 ACRES (EASEMENT)  
DOCUMENT 9800449 M.C.O.R.  
JANUARY 13, 1998

STA 1742+42.32  
133.71' L.T.

PARCEL 125  
STA 1741+49.03  
133.25' L.T.

PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

STATE OF TEXAS  
CALLLED 17.390 ACRES  
VOLUME 6, PAGE 367  
CIVIL MINUTES WILLIAMSON COUNTY

275+00

CSJ 0440-02-001  
IS 30° 35' E 6827.0'

PROPOSED BASELINE

1740+00

EXISTING R.O.W. LINE

GEORGETOWN CITY LIMITS

PROPOSED R.O.W. LINE

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
CPW CORPORATION  
PARCEL 125

PAGE 6 OF 6

ROW CSJ NO. 0440-02-012  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MARCH 7, 2007

MATCHLINE STA 1737+00

SEE PAGE 5



EXHIBIT C

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.651 ACRE (28,343 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 49.45 ACRE TRACT OF LAND CONVEYED TO APW CORP., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.651 ACRE (28,343 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with TXDOT aluminum cap found in the proposed easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being in the northerly boundary line of a 54.3 acre tract of land conveyed to Scott R. Wood & Shannon L. Wood, by instrument recorded in Document No. 2005076662 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said 49.45 acre tract, for the southwest corner and the POINT OF BEGINNING of the herein described tract;

THENCE, departing the northerly boundary line of said 54.3 acre tract, with the proposed easterly right-of-way line of said SH 195, through the interior of said 49.45 acre tract, the following two (2) courses:

- 1) N 33°30'36" W for a distance of 649.12 feet to a calculated point;
- 2) N 33°36'10" W for a distance of 1048.71 feet to a type 1 concrete monument found, being in the proposed easterly right-of-way line of said SH 195, same being in the existing easterly right-of-way line of said SH 195;
- 3) THENCE, with the existing easterly right-of-way line of said SH 195, same being the westerly boundary line of said 49.45 acre tract, N 32°06'12" W for a distance of 35.00 feet to a calculated point, being the southeast corner of a 17.55 acre tract of land conveyed to Bobby G. Stanton, by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said 49.45 acre tract, for the northwest corner of the herein described tract;
- 4) THENCE, departing the existing easterly right-of-way line of said SH 195, with the common boundary line of said 17.55 acre tract and said 49.45 acre tract, N 45°14'11" E for a distance of 9.97 feet to a calculated point, for the northeast corner of the herein described tract;

THENCE, departing the southerly boundary line of said 17.55 acre tract, and through the interior of said 49.45 acre tract, the following seven (7) courses:

- 5) S 34°07'35" E for a distance of 467.95 feet to a calculated point;
- 6) S 33°36'10" E for a distance of 617.80 feet to a calculated point;
- 7) S 33°30'35" E for a distance of 435.21 feet to a calculated point;
- 8) N 82°12'45" E for a distance of 173.94 feet to a calculated point;
- 9) S 07°47'15" E for a distance of 20.00 feet to a calculated point;
- 10) S 82°12'45" W for a distance of 164.30 feet to a calculated point;
- 11) S 33°30'35" E for a distance of 189.25 feet to a calculated point in the common boundary line of said 54.3 acre tract and said 49.45 acre tract, for the southeast corner of the herein described tract;

- 12) THENCE, with the common boundary line of said 54.3 acre tract and said 49.45 acre tract, S 47°10'41" W for a distance of 15.20 feet to the POINT OF BEGINNING, containing 0.651 acres (28,343 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

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* 13 MAR 2011

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, TX 78681  
512-238-1200

Date



# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION

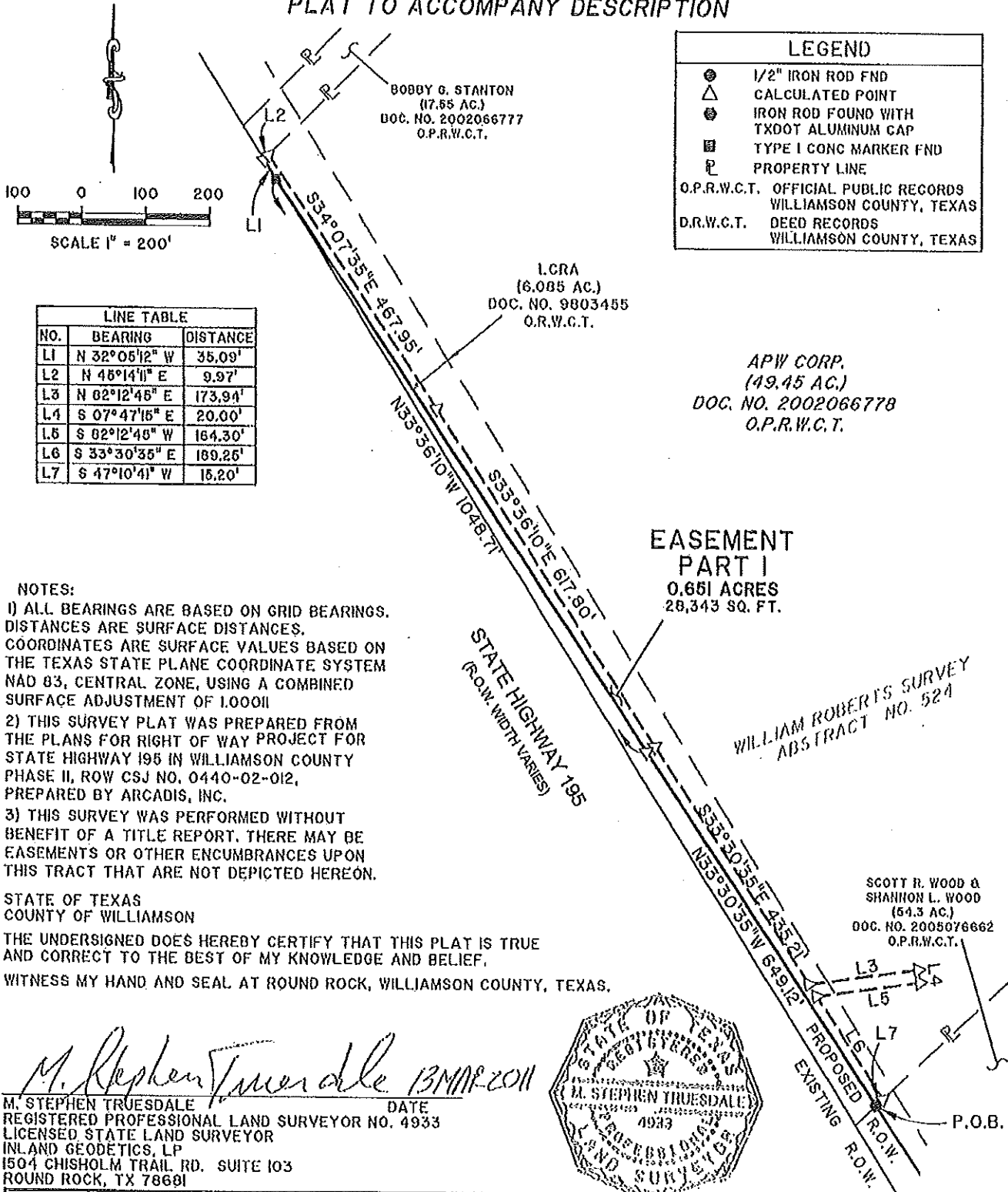


EXHIBIT D

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.012 ACRE (531 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 17.55 ACRE TRACT OF LAND CONVEYED TO BOBBY G. STANTON, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066777 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.012 ACRE (531 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being the northwest corner of a 49.45 acre tract (Tract 2) of land conveyed to APW Corp., by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, same being the most westerly southwest corner of said 17.55 acre tract, for the southwest corner and the POINT OF BEGINNING of the herein described tract;

- 1) THENCE, with the existing easterly right-of-way line of said SH 195, same being the westerly boundary line of said 17.55 acre tract, N 32°06'12" W for a distance of 61.51 feet to a calculated point, being the southwest corner of the remainder of that 50.55 acre tract (Tract 1) of land conveyed to APW Corp., by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, same being the most westerly northwest corner of said 17.55 acre tract, for the northwest corner of the herein described tract;
- 2) THENCE, departing the existing easterly right-of-way line of said SH 195, with the common boundary line of said remainder of that 50.55 acre tract and said 17.55 acre tract, N 45°13'42" E for a distance of 7.74 feet to a calculated point, for the northeast corner of the herein described tract;
- 3) THENCE, departing the southerly boundary line of said remainder of that 50.55 acre tract, and through the interior of said 17.55 acre tract, S 34°07'37" E for a distance of 61.06 feet to a calculated point, being in the northerly boundary line of said 49.45 acre tract, same being in the southerly boundary line of said 17.55 acre tract, for the southeast corner of the herein described tract;
- 4) THENCE, with the common boundary line of said 49.45 acre tract and said 17.55 acre tract, S 45°14'11" W for a distance of 9.97 feet to the POINT OF BEGINNING, containing 0.012 acres (531 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

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*  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1604 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200

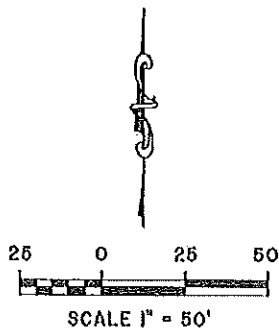
*7 July 2010*  
Date



*Rec/ Stanton*

# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION



LEGEND	
	CALCULATED POINT
	TYPE I CONC MARKER FND
	PROPERTY LINE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	

### NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.00011
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 7 July 2010

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



BOBBY G. STANTON  
0.012 ACRES  
531 SQUARE FEET

EXHIBIT E

Parcel 12.2.

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.039 ACRE (1,707 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERT'S SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 50.55 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO APW CORP., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.039 ACRE (1,707 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being the most westerly northwest corner of a 17.55 acre tract of land conveyed to Bobby G. Stanton, by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said remainder of that 50.55 acre tract, for the southwest corner and the POINT OF BEGINNING of the herein described tract;

THENCE, with the existing easterly right-of-way line of said SH 195, same being the westerly boundary line of said remainder of that 50.55 acre tract, the following two (2) courses:

- 1) N 32°05'12" W for a distance of 163.35 feet to a calculated point, for the beginning of a curve to the left;
- 2) Along said curve to the left, having a radius of 8235.11 feet, a central angle of 00°23'12", a chord which bears N 32°16'41" W, a distance of 55.59 feet, with an arc length of 55.59 feet, to a calculated point, for the most northerly corner of the herein described tract;

THENCE, departing the existing easterly right-of-way line of said SH 195, and through the interior of said remainder of that 50.55 acre tract the following five (5) courses:

- 3) S 34°07'37" E for a distance of 48.06 feet to a calculated point;
- 4) N 51°23'39" E for a distance of 44.93 feet to a calculated point;
- 5) S 33°10'16" E for a distance of 20.14 feet to a calculated point;
- 6) S 51°23'39" W for a distance of 44.59 feet to a calculated point;
- 7) S 34°07'37" E for a distance of 149.21 feet to a calculated point being in the northerly boundary line of said 17.55 acre tract, same being the southerly boundary line of said remainder of that 50.55 acre tract, for the southeast corner of the herein described tract, and from which a capped iron rod found bears, N 45°13'42" E for a distance of 81.40 feet;

- 8) THENCE, with the common boundary line of said 17.55 acre tract and said remainder of that 50.55 acre tract, S 45°13'42" W for a distance of 7.74 feet to the POINT OF BEGINNING, containing 0.039 acres (1,707 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

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.

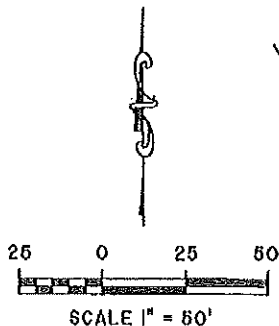
*M. Stephen Truesdale*  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200

*13 MAR 2011*  
Date



# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION



LEGEND	
	CALCULATED POINT
	IRON ROD FOUND CAPPED
	PROPERTY LINE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	

CURVE TABLE				
NO.	DELTA	RADIUS	ARC	CHORD
CI	00°23'12"	8235.11'	55.59'	55.59'
				N 32°16'41" W

### NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.00011
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

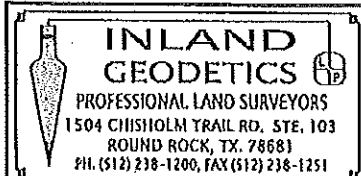
STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 13MAR 2011

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



APW CORP. PART 2  
0.039 ACRES  
1,707 SQUARE FEET

WILLIAM ROBERTS SURVEY  
ABSTRACT NO. 524

APW CORP.  
(REMAINDER OF 50.55 AC.)  
(TRACT 1)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

LCRA  
(6.085 AC.)  
DOC. NO. 9803456  
O.R.W.C.T.

BOBBY B. STANTON  
(17.55 AC.)  
DOC. NO. 2002066777  
O.P.R.W.C.T.

APW CORP.  
(49.45 AC.)  
(TRACT 2)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

EASEMENT  
0.039 ACRES  
1,707 SQ. FT.

STATE HIGHWAY 195  
(R.O.W. WIDTH VARIES)

P.O.B.

EXISTING R.O.W.

PROPOSED  
TADOT EASEMENT

S 34°07'37" E  
48.06'

S 33°10'16" E  
20.14'

N 56°23'39" E  
44.93'

S 55°23'39" W  
44.59'

N 32°05'12" W  
149.21'

S 34°07'37" E  
163.35'

N 45°13'42" E  
81.40'

S 45°13'42" W  
7.74'



EXHIBIT F

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.266 ACRE (11,605 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 49.45 ACRE TRACT OF LAND CONVEYED TO APW CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.266 ACRE (11,605 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southerly boundary line of said 49.45 acre tract, same being the northerly boundary line of that 54.3 acre tract of land conveyed to Scott R. Wood & Spouse, Shannon L. Wood, by instrument recorded in Document No. 2005076662 of the Official Public Records of Williamson County, Texas, for the most easterly corner of the herein described tract, and from which a 1/2" iron rod found being an angle point in the southerly boundary line of said 49.45 acre tract, same being the northerly boundary line of said 54.3 acre tract, bears N 47°10'41" E for a distance of 215.78 feet;

- 1) THENCE, with the northerly boundary line of said 54.3 acre tract, same being the southerly boundary line of said 49.45 acre tract, S 47°10'41" W for a distance of 20.27 feet to a calculated point for the most southerly corner of the herein described tract, and from which an iron rod found with TXDOT aluminum cap, being the proposed easterly right-of-way line of State Highway 195 (right-of-way width varies), bears S 47°10'41" W for a distance of 98.27 feet;

THENCE, departing the northerly boundary line of said 54.3 acre tract, through the interior of said 49.45 acre tract the following five (5) courses:

- 2) N 33°30'35" W for a distance of 466.89 feet to a calculated point for an interior ell corner of the herein described tract;
- 3) S 56°46'55" W for a distance of 95.00 feet to a calculated point, being the proposed easterly right-of-way line of said State Highway 195;
- 4) THENCE, with the proposed right-of-way line of said State Highway 195, N 33°30'35" W for a distance of 20.00 feet to a calculated point for the most westerly corner of the herein described tract;
- 5) THENCE, departing the proposed easterly right-of-way line of said State Highway 195, N 56°46'55" E for a distance of 115.00 feet to a calculated point for an exterior ell corner of the herein described tract;
- 6) S 33°30'35" E for a distance of 483.51 feet to the POINT OF BEGINNING, containing 0.266 acres (11,605 square feet) of land, more or less.

PARCEL A25  
ROW PARCEL 125

Page 2 of 3

NOTE: There is also a 25.00 foot wide Temporary Construction Easement north of and east of, adjacent to and parallel with Courses five (5) and six (6) of the above description and as shown on the accompanying Parcel Plat.

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

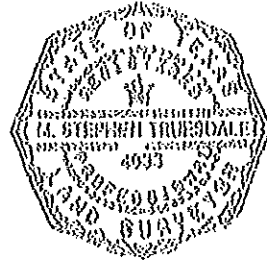
This property description is accompanied by a separate plat.

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.

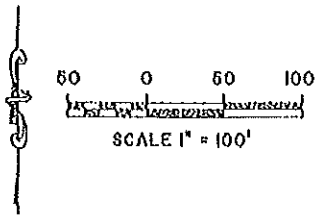
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1604 Chisholm Trail Road  
Suite 103  
Round Rock, TX 78681  
512-238-1200

22 OCT '09  
Date



# EXHIBIT PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 47°10'41" W	20.27'
L2	N 33°30'36" W	466.09'
L3	S 66°46'55" W	95.00'
L4	N 33°30'36" W	20.00'
L5	N 66°46'55" E	115.00'
L6	S 33°30'36" E	403.51'
L7	N 47°10'41" E	216.70'
L8	S 47°10'41" W	96.27'

LEGEND	
⊙	1/2" IRON ROD FND
△	CALCULATED POINT
⊙	IRON ROD FOUND CAPPED
○	IRON ROD FOUND W/ TXDOT ALUMINUM CAP
⊞	TYPE I CONC MARKER FND
P	PROPERTY LINE
---	EDGE OF PAVEMENT
---	OVERHEAD ELECTRIC LINE
-X-	WIRE FENCE
⊙	GUY ANCHOR
⊙	POWER POLE
⊙	SIGN
⊙	LIGHT POLE
⊞	PULL BOX
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

APW CORP.  
(49.45 AC.)  
DOC. NO. 2002066770  
O.P.R.W.C.T.

PROPOSED 25' WIDE  
TEMPORARY CONSTRUCTION  
EASEMENT  
(15,635 SQ. FT.)

A25  
0.266 ACRES  
11,605 SQ. FT.

SCOTT R. WOOD & SPOUSE  
SHARON L. WOOD  
(64.3 AC.)  
DOC. NO. 2005076662  
O.P.R.W.C.T.

## NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.0000.
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 196 IN WILLIAMSON COUNTY PHASE II, ROW C9J NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

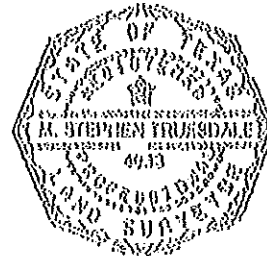
STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 22 OCT 09

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, L.P.  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 218-1200, FAX (512) 218-1251

PARCEL A25  
0.266 ACRES  
11,605 SQUARE FEET

EXHIBIT "G"

DESCRIPTION FOR 3.568 ACRE TRACT OF LAND, BEING 0.384 ACRES (TRACT A) AND 3.184 ACRES (TRACT B), SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50.55 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO APW CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A 49.45 ACRE TRACT OF LAND CONVEYED AS TRACT 2 TO APW CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.384 ACRE TRACT CONTAINING A 0.368 ACRE PORTION OF A 6.085 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9803455 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND SAID 3.184 ACRE TRACT CONTAINING A 1.753 ACRE PORTION OF SAID 6.085 ACRE EASEMENT, SAID 3.568 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT A

COMMENCING at a found concrete highway monument (Grid Coordinates Northing 10234985.44 U.S. ft. Easting 3135283.14 U.S. ft.) on the southwesterly line of said 49.45 acre tract, same being an angle point in the existing northeast right-of-way line of SH 195 (R.O.W. width varies);

THENCE N32°05'12"W, with the common line of said 49.45 acre tract and said SH 195 right-of-way line, a distance of 35.09 feet to the west corner of said 49.45 acre tract, same being the south corner of a 17.55 acre tract conveyed to Bobby G. Stanton by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas;

THENCE N32°05'12"W, departing the southwesterly line of said 49.45 acre tract, with the southwesterly line of said 17.55 acre tract and the northeasterly right-of-way line of SH 195, a distance of 61.52 feet to the south corner of said 50.55 acre tract;

THENCE N45°13'42"E, departing the northeasterly right-of-way line of SH 195, with the common line of said 50.55 acre tract and said 17.55 acre tract, a distance of 7.74 feet to the POINT OF BEGINNING (Grid Coordinates Northing 10235077.73 U.S. ft. Easting 3135237.33 U.S. ft.);

THENCE N34°07'37"W, departing the common line of said 50.55 acre tract and said 17.55 acre tract and through said 50.55 acre tract, a distance of 217.38 feet to a point on the northeasterly right-of-way line of SH 195;

**THENCE** departing the northeasterly right-of-way line of SH 195 and through said 50.55 acre tract, the following two (2) courses and distances:

- 1) N56°41'56"E, a distance of 80.01 feet to a point;
- 2) S34°07'37"E, a distance of 201.19 feet to a set 1/2 inch iron rod with plastic cap on the southeasterly line of said 50.55 acre tract, same being the northwesterly line of said 17.55 acre tract, from which a found 1/2 inch iron rod with plastic cap on the common line of said 50.55 acre tract and said 17.55 acre tract bears N45°13'42"E, a distance of 277.38 feet;

**THENCE** S45°13'42"W, with the common line of said 50.55 acre tract and said 17.55 acre tract, a distance of 81.40 feet to the **POINT OF BEGINNING** hereof, and containing 0.384 acre of land within the bearing and distance calls contained herein.

#### TRACT B

**COMMENCING** at a found 1/2" iron rod with aluminum cap (Grid Coordinates Northing 10233570.89 U.S. ft. Easting 3136221.79 U.S. ft.) on the southeasterly line of said 49.45 acre tract, same being on the proposed northeast right-of-way line of SH 195 (R.O.W. width varies), also being on the northwesterly line of a 54.3 acre tract of land conveyed to Scott R. Wood and wife, Shannon L. Wood by instrument recorded in Document No. 2005076662 of the Official Public Records of Williamson County, Texas;

**THENCE** N47°10'42"E, departing the northeasterly right-of-way line of SH 195, with the common line of said 49.45 acre tract and said 54.3 acre tract, a distance of 15.20 feet to the **POINT OF BEGINNING** (Grid Coordinates Northing 10233581.22 U.S. ft. Easting 3136232.94 U.S. ft.);

**THENCE** departing the common line of said 49.45 acre tract and said 54.3 acre tract and through said 49.45 acre tract, the following three (3) courses and distances:

- 1) N33°30'35"W, a distance of 646.67 feet to an angle point;
- 2) N33°36'10"W, a distance of 617.80 feet to an angle point;
- 3) N34°07'37"W, a distance of 467.95 feet to a point on the northwesterly line of said 49.45 acre tract, same being the southeasterly line of a 17.55 acre tract conveyed to Bobby G. Stanton by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas, from which a point on the common line of said 49.45 acre tract and said 17.55 acre tract, same being on the proposed northeast right-of-way line of SH 195, bears S45°14'11"W, a distance of 9.97 feet;

**THENCE** N45°14'11"E, with the common line of said 49.45 acre tract and said 17.55 acre tract, a distance of 81.40 feet to a point, from which an angle point in the common line of said 49.45 acre tract and said 17.55 acre tract bears N45°14'11"E, distance of 292.50 feet;

WILLIAMSON COUNTY, TEXAS  
W. ROBERTS SURVEY, ABSTRACT NO. 524  
LOWER COLORADO RIVER AUTHORITY

3.568 ACRE  
PAGE 3 OF 5

**THENCE** departing the common line of said 49.45 acre tract and said 17.55 acre tract and through said 49.45 acre tract, the following three (3) courses and distances:

- 1) S34°07'37"E, a distance of 483.34 feet to an angle point;
- 2) S33°36'10"E, a distance of 618.24 feet to an angle point;
- 3) S33°30'35"E, a distance of 633.62 feet to a point on the southeasterly line of said 49.45 acre tract, same being the northwesterly line of said 54.3 acre tract, from which a found iron rod on the common line of said 49.45 acre tract and said 54.3 acre tract bears N47°10'42"E, a distance of 236.05 feet;

**THENCE** S47°10'41"W, with the common line of said 49.45 acre tract and said 54.3 acre tract, a distance of 81.07 feet to the **POINT OF BEGINNING** hereof, and containing 3.184 acre of land within the bearings and distance calls contained herein.

**BEARING BASIS:** Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

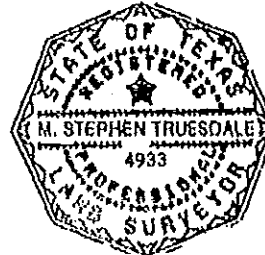
This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the months of June 2009.

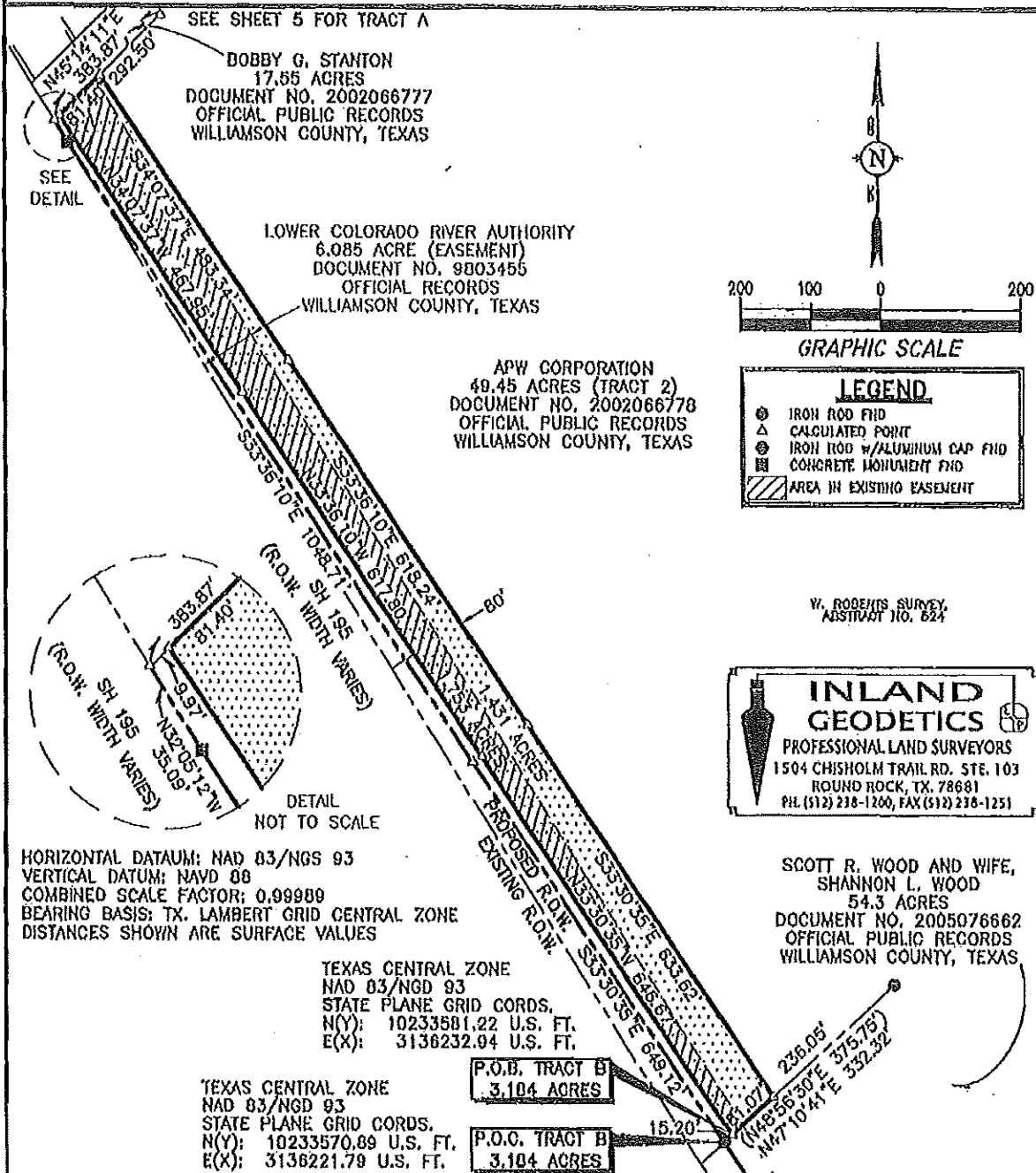
*M. Stephen Truesdale*  
M. Stephen Truesdale

3 SEP 09  
Date:

Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road, Suite 103  
Round Rock, Texas 78681  
Phone: (512) 238-1200 Fax: (512) 238-1251

WORD FILE: T359002A-0005A.DOC  
ACAD FILE: T359002A-0005A.DWG



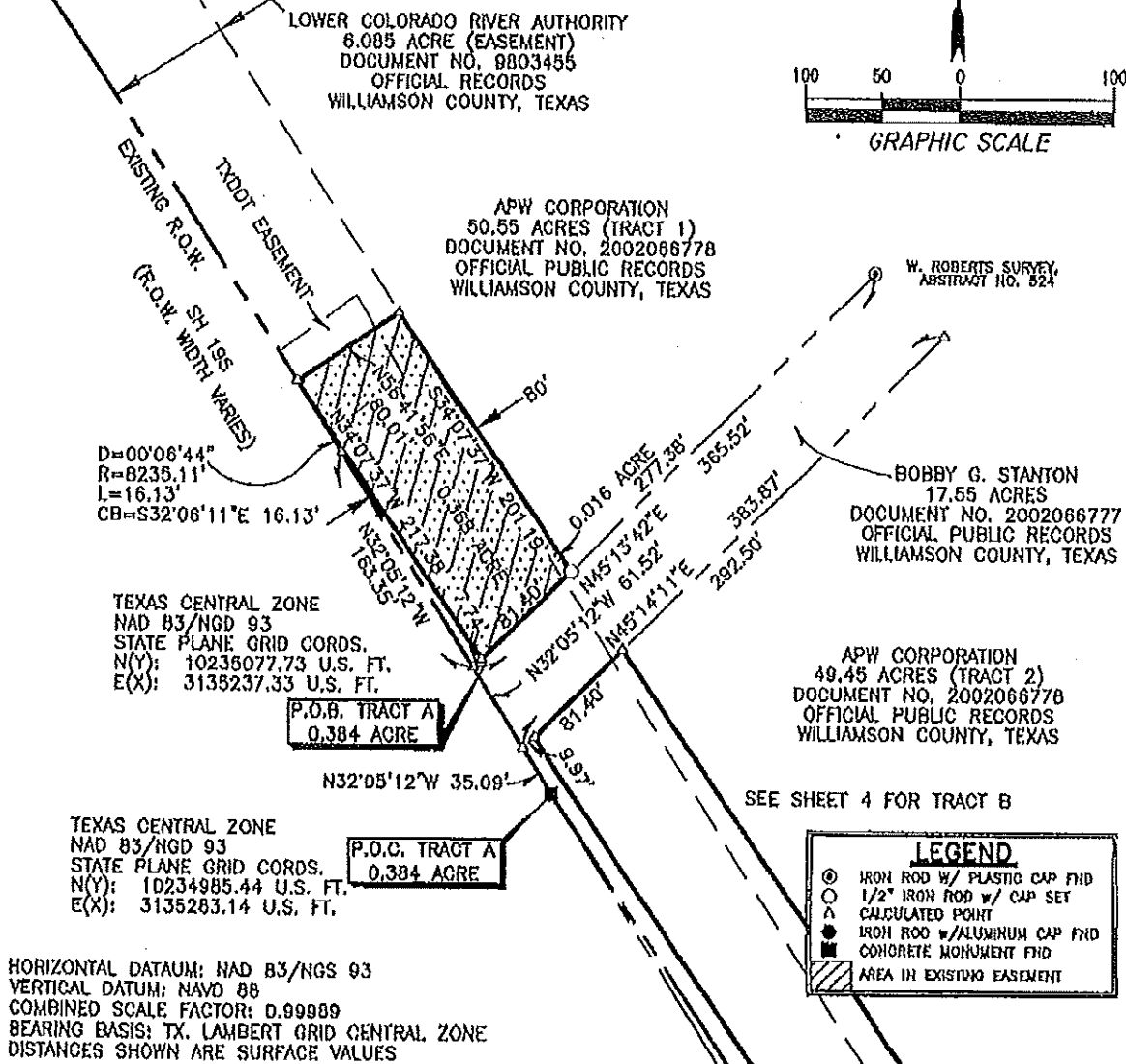
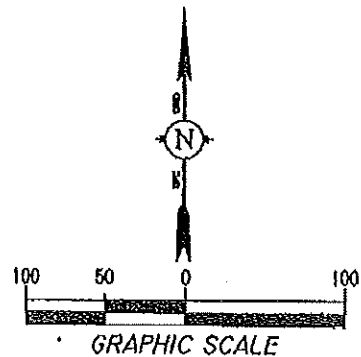


ACAD FILE: T359002A-0005A.DWG  
WORD FILE: T359002A-0005A.DOC  
REVISION:  
SCALE: 200  
DATE: 07-15-2009  
WO NO.:  
FIELD BOOK: 258 PG. 65  
DRAWN BY: BJM

PLAT SHOWING A 3.588 ACRE, 0.304 ACRE  
(TRACT A) AND 3.104 ACRE (TRACT B),  
EASEMENT TRACT SITUATED IN THE  
W. ROBERTS SURVEY, ABSTRACT NO. 524,  
WILLAMSON COUNTY, TEXAS

T-359 TRANSMISSION LINE

**LCRA**  
ENERGY • WATER • COMMUNITY SERVICES  
3700 LAKE AUSTIN BLVD, AUSTIN, TX 78703  
(512) 473-3200 www.lcra.org



ACAD FILE: T359002A-0005B.DWG  
WORD FILE: T359002A-0005A.DOC  
REVISION:  
SCALE: 200  
DATE: 07-15-2009  
WO NO.:  
FIELD BOOK: 257 PG. 65  
DRAWN BY: BJM

PLAT SHOWING A 3.568 ACRE, 0.384 ACRE  
(TRACT A) AND 3.184 ACRE (TRACT B),  
EASEMENT TRACT SITUATED IN THE  
W. ROBERTS SURVEY, ABSTRACT NO. 524,  
WILLIAMSON COUNTY, TEXAS

T-359 TRANSMISSION LINE

**LCRA**  
ENERGY • WATER • COMMUNITY SERVICES  
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703  
(512) 473-3200 www.lcra.org



EXHIBIT "H"

DESCRIPTION FOR A 0.112 ACRE TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 17.55 ACRE TRACT OF LAND CONVEYED TO BOBBY G. STANTON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066777 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.112 ACRE TRACT CONTAINING A 0.101 ACRE PORTION OF A 6.085 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9803455 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found concrete highway monument at an angle point on the existing northeasterly right-of-way line of SH 195 (R.O.W. width varies) (Grid Coordinates Northing 10234985.44 U.S. ft. Easting 3135283.14 U.S. ft.) on the southwesterly line of a 49.45 acre tract (Tract 2) conveyed to APW Corporation by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas;

THENCE N32°05'12"W, with the common line of SH 195 northeasterly right-of-way and said 49.45 acre tract, a distance of 35.09 feet to the south corner of said 17.55 acre tract, same being the west corner of said 49.45 acre tract;

THENCE N45°14'11"E, departing the northeasterly line of SH 195, with the common line of said 17.55 acre tract and said 49.45 acre tract, a distance of 9.97 feet to the POINT OF BEGINNING (Grid Coordinates Northing 10235022.19 U.S. ft. Easting 3135271.59 U.S. ft.);

THENCE N34°07'37"W, departing the common line of said 17.55 acre tract and said 49.45 acre tract and through said 17.55 acre tract, a distance of 61.06 feet to a point on the northwesterly line of said 17.55 acre tract, same being the southeasterly line of a 50.55 acre tract (Tract 1) conveyed to APW Corporation by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, from which the westerly corner of said 17.55 acre tract, same being the on the northeast right-of-way line of SH 195, bears S45°13'42"W, a distance of 7.74 feet;

THENCE N45°13'42"E, with the common line of said 17.55 acre tract and said 50.55 acre tract, a distance of 81.40 feet to a set 1/2 inch iron rod with plastic cap, from which a found 1/2 inch iron rod with plastic cap bears N45°13'42"E, a distance of 277.38 feet;

THENCE S34°07'37"E, departing the common line of said 17.55 acre tract and said 50.55 acre tract and through said 17.55 acre tract, a distance of 61.07 feet to a point on the southeasterly line of said 17.55 acre tract, same being the northwesterly line of said 49.45 acre tract, from which an angle point on the common line of said 17.55 acre tract and said 49.45 acre tract bears N45°14'11"E, a distance of 292.50 feet;

LCRA/JO, to

WILLIAMSON COUNTY, TEXAS  
W. ROBERTS SURVEY, ABSTRACT NO. 524  
LOWER COLORADO RIVER AUTHORITY

0.112 ACRE  
PAGE 2 OF 3

THENCE S45°14'11"W, with the common line of said 17.55 acre tract and said 49.45 acre tract, a distance of 81.40 feet to the **POINT OF BEGINNING** hereof, and containing 0.112 acre of land within the bearing and distance calls contained herein.

BEARING BASIS: Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the months of July 2009.

*M. Stephen Truesdale*      5 AUG 09  
\_\_\_\_\_  
M. Stephen Truesdale      Date:

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, L.P.

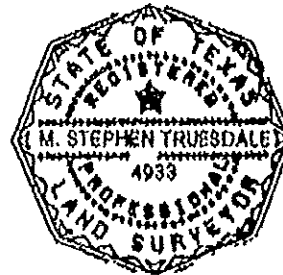
1504 Chisholm Trail Road, Suite 103

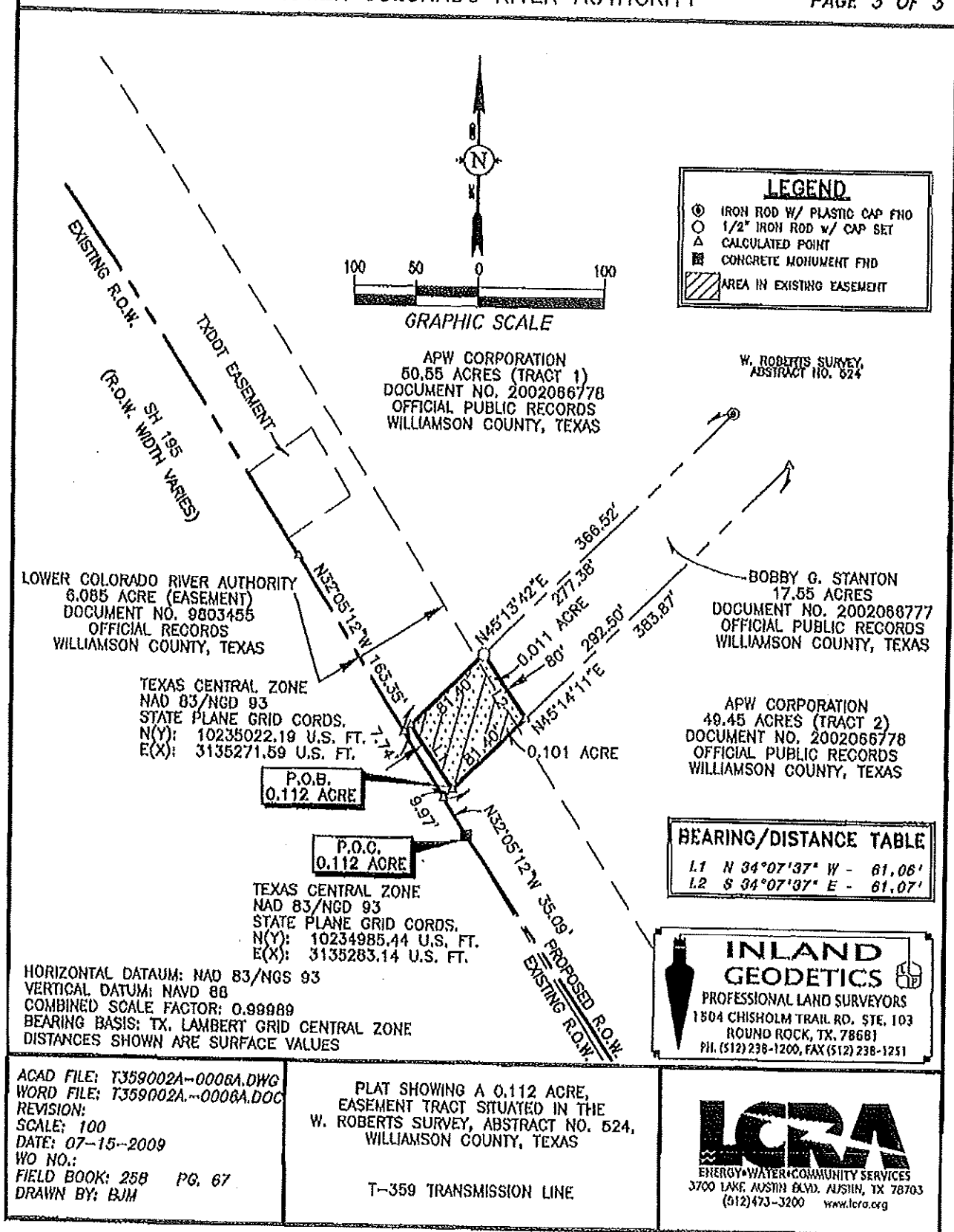
Round Rock, Texas 78681

Phone: (512) 238-1200 Fax: (512) 238-1251

WORD FILE: T359002A-0006A.DOC

ACAD FILE: T359002A-0006A.DWG





**Commissioners Court - Regular Session****35.****Meeting Date:** 08/02/2011

Additional Service Request 1 - 4

**Submitted For:** John Sneed**Submitted By:**

John Sneed, EMS

**Department:** EMS**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and consider approving Additional Service Requests No. 1 through 4 in the amount of \$40,139.76 for the ESOC Project.

**Background**

These Additional Service Request for Parsons are included in the budget for the ESOC. This will not increase our "not to exceed price" that we have negotiated for this project. These are changes that need to be made due to the geotechnical investigation that we received on the property from Fugro Consultants.

---

**Attachments**ESOC**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 09:50 AM
Form Started By: John Sneed		Started On: 07/28/2011 08:14 AM
	Final Approval Date: 07/28/2011	

# PARSONS

106 East Sixth Street • Suite 200 • Austin, TX 78701 • (512) 472-0800 • www.parsons.com

May 24, 2011

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

Re: **Williamson County Emergency Services Operations Center**  
Additional Service Request No. 1  
Addition of a Crawl Space based on Geotechnical Investigation recommendation  
Project No. 446431

Dear Jonathan:

The Agreement dated December 4, 2010 between Williamson County Texas and Parsons allows for the consideration of Additional Services for work in excess of reasonably contemplated scope and significant changes in the scope of the project.

Parsons received information from the Geotechnical Engineering Investigation, after starting design of the facility, that the soils on the site selected by Williamson County were highly expansive and that the recommendation is to isolate the structure of the building from the expansive soils. As such, Parsons will need to add to the design of the structural system a mechanically ventilated crawl space. Other electrical and mechanical engineering items were impacted by the recommendation from the Geotechnical Engineer. There was no prior information or understanding that such poor soil existed on the site to cause the significant engineering required to respond to the soils condition.

Parsons is requesting Williamson County's approval of Additional Service No. 1 in the amount of Sixteen Thousand Seven Hundred Eighty Two Dollars (\$16,782) for the performance of the services related to the findings of the Geotechnical Engineering report.

## Summary of Costs

Discipline	Fee
Architectural	\$3,427
Structural	\$10,690
Electrical	\$544
Mechanical	\$2,122
<b>Total</b>	<b>\$16,782</b>

Any additional expenses are included in the fee amount.

Mr. Jonathan Harris  
May 24, 2011  
Page 2

**Current Fee Summary**

<b>ORIGINAL CONTRACT SUM:</b>	<u><b>\$1,200,000</b></u>
Previous Additional Services Additions:	<u>(\$0.00)</u>
Previous Additional Services Deductions:	<u>(\$0.00)</u>
<b>ADJUSTED CONTRACT SUM:</b>	<u><b>\$1,200,000</b></u>
This Addition / Deduction:	<u>\$16,782</u>
<b>ADJUSTED MAXIMUM CONTRACT SUM:</b>	<u><b>\$1,216,782</b></u>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2011. Parsons is authorized to commence performance of the Additional Services on \_\_\_\_\_, 2011.

**APPROVED BY WILLIAMSON COUNTY**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\* \* \* \* \*

Should there be any questions, please do not hesitate to contact me or Bill Spence at 512 501-3745.

Sincerely,



Dan Alexander, AIA  
Vice President

xc: John Sneed, Bill Spence, File

# PARSONS

106 East Sixth Street • Suite 200 • Austin, TX 78701 • (512) 472-0800 • www.parsons.com

June 3, 2011

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

Re: **Williamson County Emergency Services Operations Center**  
Additional Service Request No. 2  
Geologic Assessment  
Project No. 446431

Dear Jonathan:

The Agreement dated December 4, 2010 between Williamson County Texas and Parsons allows for the consideration of Additional Services for work in excess of reasonably contemplated scope and significant changes in the scope of the project.

The performance of a geologic assessment is a state requirement. It is a line item in the budget under "Other Fees and Project Requirements" and is part of the TCEQ fees related to environmental quality.

Parsons is requesting Williamson County's approval of Additional Service No. 2 in the amount of Three Thousand Nine Hundred Dollars (\$3,900) for the performance of the services related to the Geologic Assessment.

## Summary of Costs

Discipline	Fee
Geologist	\$3,600
Parsons	\$300
<b>Total</b>	<b>\$3,900</b>

Any additional expenses are included in the fee amount.

The services are fully described in the following documents: Fugro Proposal to Perform a Geologic Assessment dated May 24, 2011.

Mr. Jonathan Harris  
June 3, 2011  
Page 2

**Current Fee Summary**

<b>ORIGINAL CONTRACT SUM:</b>	<u><b>\$1,200,000</b></u>
Previous Additional Services Additions:	<u>\$16,782</u>
Previous Additional Services Deductions:	<u>(\$0.00)</u>
<b>ADJUSTED CONTRACT SUM:</b>	<u><b>\$1, 216,782</b></u>
This Addition / Deduction:	<u>\$3,900</u>
<b>ADJUSTED MAXIMUM CONTRACT SUM:</b>	<u><b>\$1,220,682</b></u>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2011. Parsons is authorized to commence performance of the Additional Services on \_\_\_\_\_, 2011.

**APPROVED BY WILLIAMSON COUNTY**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\* \* \* \* \*

Should there be any questions, please do not hesitate to contact me or Bill Spence at 512 501-3745.

Sincerely,



Dan Alexander, AIA  
Vice President

xc: John Sneed, Bill Spence, File



# PARSONS

106 East Sixth Street • Suite 200 • Austin, TX 78701 • (512) 472-0800 • www.parsons.com

June 3, 2011

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

Re: **Williamson County Emergency Services Operations Center**  
Additional Service Request No. 3  
Surveying Services  
Project No. 446431

Dear Jonathan:

The Agreement dated December 4, 2010 between Williamson County Texas and Parsons allows for the consideration of Additional Services for work in excess of reasonably contemplated scope and significant changes in the scope of the project.

The performance of a survey of the site is required to complete related design services. It is a line item in the budget under "Other Fees and Project Requirements". This service has already been performed based on a notice to proceed from Williamson County dated March 29, 2011.

Parsons is requesting Williamson County's approval of Additional Service No. 3 in the amount of Nineteen Thousand Dollars (\$19,000) for the performance of the surveying services.

## Summary of Costs

Discipline	Fee
Surveyor	\$18,270
Parsons	\$730
<b>Total</b>	<b>\$19,000</b>

Any additional expenses are included in the fee amount.

The services are fully described in the following documents: Baker-Aicklen Proposal to Perform Surveying Services dated March 11, 2011.

Mr. Jonathan Harris

June 3, 2011

Page 2

**Current Fee Summary**

<b>ORIGINAL CONTRACT SUM:</b>	<u><b>\$1,200,000</b></u>
Previous Additional Services Additions:	<u>\$20,682</u>
Previous Additional Services Deductions:	<u>(\$0.00)</u>
<b>ADJUSTED CONTRACT SUM:</b>	<u><b>\$1,220,682</b></u>
This Addition / Deduction:	<u>\$19,000</u>
<b>ADJUSTED MAXIMUM CONTRACT SUM:</b>	<u><b>\$1,239,682</b></u>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2011. Parsons is authorized to commence performance of the Additional Services on \_\_\_\_\_, 2011.

**APPROVED BY WILLIAMSON COUNTY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

\* \* \* \* \*

Should there be any questions, please do not hesitate to contact me or Bill Spence at 512 501-3745.

Sincerely,



Dan Alexander, AIA  
Vice President

xc: John Sneed, Bill Spence, File

July 22, 2011

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

Re: **Williamson County Emergency Services Operations Center**  
Additional Service Request No. 4  
Reprographics Services  
Project No. 446431

Dear Jonathan:

The Agreement dated December 4, 2010 between Williamson County Texas and Parsons allows for the consideration of Additional Services for work in excess of reasonably contemplated scope and significant changes in the scope of the project.

Reprographics for Schematic Design is required to complete related design services. It is a line item in the budget under "Other Fees and Project Requirements". This service has already been performed based on a notice to proceed from Williamson County dated March 29, 2011.

Parsons is requesting Williamson County's approval of Additional Service No. 4 in the amount of Nineteen Thousand Dollars (\$19,000) for the performance of the surveying services.

#### Summary of Costs

Discipline	Fee
Reprographics	\$457.76
Parsons	\$0.00
<b>Total</b>	<b>\$457.76</b>

Any additional expenses are included in the fee amount.

The services are fully described in the following documents: Invoice from Dynamic Reprographics dated March 31, 2011.

Mr. Jonathan Harris

July 22, 2011

Page 2

**Current Fee Summary**

<b>ORIGINAL CONTRACT SUM:</b>	<u>\$1,200,000</u>
Previous Additional Services Additions:	<u>\$39,682</u>
Previous Additional Services Deductions:	<u>(\$0.00)</u>
<b>ADJUSTED CONTRACT SUM:</b>	<u>\$1,239,682</u>
This Addition / Deduction:	<u>\$458</u>
<b>ADJUSTED MAXIMUM CONTRACT SUM:</b>	<u>\$1,240,140</u>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2011. Parsons is authorized to commence performance of the Additional Services on \_\_\_\_\_, 2011.

**APPROVED BY WILLIAMSON COUNTY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

\* \* \* \* \*

Should there be any questions, please do not hesitate to contact me or Bill Spence at 512 501-3745.

Sincerely,



Dan Alexander, AIA  
Vice President

xc: John Sneed, Bill Spence, File



8613 Cross Park Drive  
Austin, Texas 78754  
Phone: 512-977-1800  
Fax: 512-973-9966

Williamson County  
301 SE Inner Loop, Suite 106  
Georgetown, Texas 78626

Proposal No. 04.30112032  
May 24, 2011

Attention: Robert Daigh, P.E.

**Proposal to Perform a Geologic Assessment  
Williamson County Emergency Operations Center  
Williamson County, Texas**

Gentlemen:

Fugro Consultants, Inc., proposes to conduct a geologic assessment at the above referenced location at the southwest quadrant of the intersection of Southwestern Boulevard and Georgetown Inner Loop to satisfy portions of the requirements set forth in 30 TAC 213.5 titled "Required Edwards Aquifer Plans, Notifications, and Exemptions." Specific issues that will be addressed are outlined in 30 TAC 213.5 (b)(3),(A),(B),(C),(D),(E).

**Scope of Services**

The scope of services for this project will be to provide a completed Texas Commission on Environmental Quality(TCEQ) Geologic Assessment form (TCEQ-0585) and Table (TCEQ-0505-Table) that will include the following:

- A geologic map at site plan scale showing the outcrop of surface geologic units, faults, fracture zones, and significant recharge features, specifically identifying caves, sinkholes, and other features including manmade features;
- A stratigraphic column showing formations, thicknesses, and members;
- A narrative description of surface geologic units, including a discussion of lithologic, stratigraphic, and structural features such as faults, fractures, and fracture densities;
- A narrative description of soil units and soil profiles including thickness and hydrologic characteristics; and



Williamson County  
Mr. Robert Daigh, P.E.

May 24, 2011  
Page 2 of 3

- A narrative description of all significant recharge features including type and location and size and character of the area draining to the recharge features.
- The locations of wells within boundaries specified in the abatement plan requirements.
- A physical subsurface investigation is not specified within the scope of work for this project. No subsurface exploration will be performed for this project. However, selected information obtained from our previous Geotechnical Investigation (Fugro Report 04.30101059) may be incorporated in this geologic assessment. Results of the geologic assessment be will assimilated and presented in a final report that can be included as part of the client's water pollution abatement plan for regulated activities as required by the TCEQ.

### **Special Considerations**

In order to properly complete this project we will need to be provided with the following information:

- A site plan and survey map at the same scale that the applicant will use for the water pollution abatement plan (preferably in electronic format compatible with AutoCAD). It should be at a minimum scale of 1 inch = 400 ft and it should also show any 100-year floodplain, any existing buried utilities, and the location of all known wells (test holes, water, oil, unplugged, capped, and/or abandoned, etc).

### **Schedule**

Following receipt of written authorization to proceed, receipt of the site location plan, and a site survey map, we estimated the time required to complete this project will be approximately 30 working days.

### **Cost Estimate**

We propose to perform the described scope of services for a lump sum fee of \$3,600.00, (Three Thousand Six Hundred Dollars). Fees for supplemental investigations, if warranted, will be based on our current rate schedules.

\*

\*

\*



Williamson County  
Mr. Robert Daigh, P.E.

May 24, 2011  
Page 3 of 3

To indicate acceptance of this proposal, please have this proposal copy signed by a duly authorized person in the spaces provided, and return it to us for our files. Whoever signs this copy is identified as our Client as used throughout our Standard Terms and Conditions (Exhibit A) attached.

Sincerely,

FUGRO CONSULTANTS, INC.  
TBPE Firm No. F-299

A handwritten signature in black ink, appearing to read "DRM", is written over a horizontal line.

David R. Mason, P.G.  
Manager, Materials Engineering and Testing

H:\CMT\PROPS\2011\04.30112032 Proposal to Perform a Geologic Assessment WILCO Emergency Operations Center\04.30112032a Proposal for Geologic Assessment WILCO  
Emergency Operations Center.DOC  
Copies submitted: 1cc bdaigh@wilco.org  
Cc: 1cc Bill.Spence@parsons.com  
Attachments

## CLIENT

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Date



## GENERAL CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement  
CLIENT as used herein is the entity who authorizes performance of services by Fugro Consultants, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro Consultants, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).
2. On-site Responsibilities and Risks
  - 2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.
  - 2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.
  - 2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
  - 2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.
  - 2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.
3. Standard of Care
  - 3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
  - 3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.
4. Limitation of Remedies  
**To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved.**
5. Invoices and Payment  
At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.
6. Data, Records, Work Product and Report(s), and Samples  
Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.
7. Indemnification  
FUGRO and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.
8. Consequential Damages  
Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.
9. Biological Pollutants  
FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.
10. Acceptance of Agreement  
These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.
11. Termination of Contract  
CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.





## FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES

1. Field Technicians	Regular Time <sup>(1)</sup>	Overtime <sup>(2)</sup>
1.1 Technician (NICET Level I or equivalent)	\$43.00/hr	\$ 53.00/hr
1.2 Senior Technician (NICET Level II, TxDOT Level 1A/1B, Associate Welding Inspector, or equivalent)	\$48.00/hr	\$ 58.00/hr
1.3 Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)	\$85.00/hr	\$ 95.00/hr
1.4 Certified Welding Inspector	\$72.00/hr	\$ 82.00/hr
2. Field Testing and Equipment	Unit Rate	
2.1 Transportation (Minimum \$0.585/mile)	\$ 42.00/trip	
2.2 Nuclear Density Tests (In addition to technician time)	\$ 14.00/test	
2.3 Torque Wrench	\$ 20.00/day	
2.4 Dye Penetrant & Magnetic Particle Supplies	Cost + 15%	
2.5 Ultrasonic Testing Equipment	\$ 20.00/hr	
2.6 Asphalt Coring Equipment	\$ 20.00/hr	
2.7 Concrete Coring Equipment	\$ 20.00/hr	
2.8 Concrete Core Bit Charges	+ bit charge	
2.8.1 3 inch-diameter Core	\$ 2.00/inch	
2.8.2 4 inch-diameter Core	\$ 3.00/inch	
2.8.3 6 inch-diameter Core	\$ 5.00/inch	
(Other sizes quoted upon request)		
2.9 Floor Flatness/Floor Levelness equipment (ASTM E1155)	\$ 100.00/day	
2.10 Air Content of fresh concrete (ASTM C173, C231)	\$ 15.00/ea	
2.11 Unit Weight of fresh concrete (ASTM C138)	\$ 30.00/ea	
2.12 Soil-Lime Field Gradation (TEX-101-E, Part III)	\$ 30.00/ea	
3. Laboratory Testing - Soil		
3.1 Natural Moisture Content (TEX-103-E)	\$ 15.00/ea	
3.2 Atterberg Limits (TEX-104, 105, 106-E)	\$ 55.00/ea	
3.3 Sieve Analysis - Soil (Nos. 4, 40, and 200, ASTM D422)	\$ 55.00/ea	
3.4 Percent Passing No. 200 Sieve (TEX-111-E)	\$ 45.00/ea	
3.5 Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E)	\$ 210.00/ea	
3.6 Texas Triaxial Compression Test on Base Material (TEX-117-E Part II)	\$1,050.00/set of 7	
3.7 Wet Ball Mill (TEX-116-E)	\$ 150.00/ea	
3.8 Permeability of Silt or Clay (ASTM D 5084)	\$ 250.00/ea	
3.9 Sample Remolding	\$ 50.00/ea	
3.10 Sample Preparation (Soils with P.I. > 25, or TEX-101-E)	\$ 50.00/sample	
3.11 Soil pH (TEX-128-E)	\$ 55.00/ea	
3.12 Soil-Lime pH series (6 points, TEX-121-E, Part III)	\$ 195.00/set	
3.13 Soluble Sulfates (TEX-145-E)	\$ 80.00/ea	
3.14 Hydrometer (ASTM D422)	\$ 200.00/ea	
4. Laboratory Tests - Concrete and Cement		
4.1 Concrete Mix Design	Quoted on Request	
4.2 Aggregate Sieve Analysis (ASTM C136)	\$ 50.00/ea	



4.3	Specific Gravity of Aggregate (ASTM C127, 128)	\$ 50.00/ea
4.4	Absorption of Aggregate (ASTM C127, 128)	\$ 50.00/ea
4.5	Unit Weight of Aggregate (ASTM C29)	\$ 50.00/ea
4.6	Concrete Cylinder Compressive Strength (ASTM C39)	\$ 17.00/ea
4.7	Beam Flexural Strength (ASTM C 78)	\$ 40.00/ea
4.8	Mortar Cube Compressive Strength (ASTM C780)	\$ 17.00/ea
4.9	Grout Specimen Compressive Strength (ASTM C1019)	\$ 40.00/ea
4.10	Concrete Masonry Unit Strength (ASTM C140)	\$ 75.00/ea
4.11	Concrete Masonry Unit Prism Strength (ASTM C1314)	\$ 150.00/ea
4.12	Drilled Core Compressive Strength (ASTM C42)	\$ 50.00/ea
<b>5.</b>	<b>Laboratory Testing - Asphalt and Roofing</b>	
5.1	Mix Design (Hveem or Marshall Method)	Quoted on Request
5.2	Molding Test Specimens, 3 per set (TEX-206-F), Bulk Density (TEX-207-F), and Stability (TEX-208-F)	\$ 110.00/set
5.3	Determine Maximum Theoretical Density (TEX-227-F)	\$ 60.00/ea
5.4	Stripping Test	\$ 75.00/ea
5.5	Asp Content (with correction) and Gradation (TEX-236-F, 200-F), oven	\$ 235.00/ea
5.6	Asp Content (w/out correction) and Gradation (TEX-236-F, 200-F), oven	\$ 200.00/ea
5.7	Bulk Specific Gravity of Asphalt Core (TEX-207-F)	\$ 40.00/ea
5.8	Roof Ballast Sieve Analysis	\$ 50.00/ea
5.9	Oven Dried Moisture Content of Roofing Materials	\$ 25.00/ea
5.10	Asphalt Content and Gradation (ASTM D2172), extraction	\$ 350.00/ea
<b>6.</b>	<b>Laboratory Testing - Structural Steel</b>	
6.1	Weld Procedure and Welder Qualification Testing Rates	Quoted on Request
6.2	Laboratory Density of Field Cut Fireproofing	\$ 40.00/ea
<b>7.</b>	<b>Report Preparation</b>	
Test report preparation, review, and initial electronic distribution will be invoiced at a flat rate of 5% of total fees invoiced. Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:		
7.1	Word Processing	\$ 50.00/hr
7.2	Drafting	\$ 75.00/hr
7.3	Reproduction	\$ 0.15/copy
7.4	Postage	Cost
<b>8.</b>	<b>Engineering Consultation</b>	
8.1	Senior Consultant or Project Principal	\$ 165.00/hr
8.2	Project Manager	\$ 150.00/hr
8.3	Project Engineer, Laboratory Manager	\$ 135.00/hr
8.4	Geologist	\$ 120.00/hr
8.5	Graduate Professional	\$ 95.00/hr
<b>9.</b>	<b>Outside Services</b>	<b>Cost + 15%</b>
Notes: (1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.		
(2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.		

**Commissioners Court - Regular Session****36.****Meeting Date:** 08/02/2011

Lease Agreement Representative Gonzales

**Submitted For:** Mary Clark**Submitted By:**Mary Clark, Commissioner  
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

---

**Agenda Item**

Discuss and take appropriate action regarding leasing district office space in the J.B. & Hallie Jester Williamson County Annex in Round Rock to Representative Larry Gonzales.

**Background**

Whereas it is good business practice to have our State Representatives accessible to our constituency, Commissioner Birkman is asking the court to consider leasing Suite 125 at the J.B. & Hallie Jester Williamson County Annex, to State Representative Larry Gonzales. The agreement would be for \$500.00 monthly which is consistent with the rate that was charged to Rep. Gattis and is currently being charged to Rep. Schwertner for office space rental at the historic courthouse.

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**Attachments**Lease agreement**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Hal Hawes	Hal Hawes	07/25/2011 05:25 PM
Jim Gilger	Jim Gilger	07/26/2011 08:31 AM
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Mary Clark		Started On: 07/22/2011 11:41 AM
	Final Approval Date: 07/26/2011	



State of Texas  
House of Representatives  
**DISTRICT OFFICE LEASE CONTRACT**

This lease is entered into between Williamson County, herein referred to as Lessor, and the Committee on House Administration of the House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Rep. Larry Gonzalez, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County County, Texas. The address of the leased property is:

1801 E. Old Settlers Blvd. Ste. 125, Round Rock, TX. 78664  
Street Address, Suite, etc. City Zip Code

(which includes approximately 400 square feet of floor space), with all the rights, easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease is for 1 years and 0 months, beginning on the first day of Sept., 20 11 but the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member for whose benefit this lease is made ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 4 months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$500.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec. 18, of the Texas Constitution, neither a legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,



either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent per annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party a written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

*see attached exhibit A annexed hereto & made a part hereof.*

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

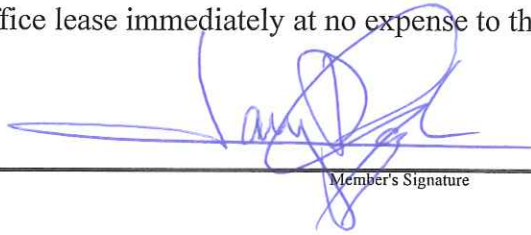
<i>Williamson County</i>		<i>7-22-11</i>	
Lessor's Name (type or print)		Date	
<i>Dan A Gatti's</i>			
Lessor's Name (type or print)		Date	
Lessor's Signature (1)		Lessor's Signatory's Title (1)	
<i>110 Main St. Georgetown, TX 78626</i>		<i>(512) 943-1550</i>	
Lessor's Address		Telephone Number	
<i>Williamson County</i>		<i>74-6000978</i>	
Lessor's Type of Organization (2)		Lessor's Tax ID Number (3)	
		<i>7-22-11</i>	
Signature of Representative (4)		Date	
<i>[Signature]</i>			
Signature of Chairman (5)		Date	

**Note:**

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation.
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of Texas House of Representatives whose office operating account is to be charged.
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, LARRY D. GONZALEZ do not have an interest  
Name of Member

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature

7-22-11

Date

## **EXHIBIT "A"**

- A. Cost of Electricity and Janitorial Services. It is agreed and acknowledged that the rental amount set forth under Section III of the District Office Lease Contract includes the costs of electricity and janitorial services.
- B. Additional Consideration. In addition to the consideration set forth under Section III of the District Office Lease Contract, Member shall maintain a District Office at the property described in the District Office Lease Contract and provide constituent services to Williamson County Citizens.
- C. Phone and Internet Services. Lessee agrees that all phone and internet services used by the Member shall be directly billed to and paid by Member during the term of lease.
- D. Conference Room. Member may contact the Williamson County Commissioner, Pct. 1 Office to schedule the use of the conference and community rooms located in the J.B. & Hallie Jester Williamson County Annex. The use of these rooms, when available, is included in the rental amount.

**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 08/02/2011

Amendment to the 2010-2011 Wellness Program Manual

**Submitted By:** Suzanne Hays, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding an amendment to the 2010-2011 Wellness Program Manual.

**Background**

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**Attachments**

2010-2011 Wellness Program Manual

Reasonable Alternative Affidavit for Tobacco-free Premium Discount

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/27/2011 11:22 AM
Form Started By: Suzanne Hays		Started On: 07/27/2011 09:35 AM
	Final Approval Date: 07/27/2011	





**2010-2011**

**WILLIAMSON COUNTY  
ELIGIBLE EMPLOYEE, RETIREE, AND SPOUSE  
WELLNESS PROGRAM**

Sponsored by the Williamson County Human Resources Department, with assistance from a variety of community resources. The Williamson County wellness program encourages each eligible employee, retiree, and spouse to adopt healthy lifestyle behaviors. Participation in the program is strictly voluntary. This program is now entering its 17th year and we commend each individual who has previously participated in the Wellness Program and welcome all new participants to this year's program.

**Eligible participation for Employees, Retirees, and Spouses begins on their first day of Williamson County Medical plan coverage.** You will continue to be eligible to participate in the Wellness Program from year to year based on enrollment in one of the Williamson County Medical plans.

This document outlines the procedures and requirements to participate in the Wellness Program which consists of a *Tobacco-free* Premium Discount on the Medical plan, Tobacco Cessation Program, Diabetes Program, and monetary reimbursement incentives for those who complete and submit an Affidavit of Annual Wellness Care, Affidavit of Annual Dental Care, 10 Week Nutrition, Exercise, Behavioral and Lifestyle Modification Program Reimbursement Form, and/or Tobacco Cessation Reimbursement Form.

**To be eligible to participate in the program:**

- 1) Employee: The eligibility requirements include filling a full time position and enrollment in one of the Williamson County Medical plans.  
Retiree / Spouse: The eligibility requirements include enrollment in one of the Williamson County Medical plans.
- 2) You are eligible to participate until your employment is terminated, you change status to part time or seasonal, or you retire and do not have medical coverage with Williamson County. You must be enrolled in active Employee / Retiree Williamson County Medical plans **up through the end of the current Wellness Program year (October 31, 2011)** to be eligible for Wellness Program reimbursement in December 2011.
- 3) Employees and Spouses of the Employee out on an active military duty leave of absence for thirty (31) days or more are not eligible to participate in the Wellness Program during their leave of absence due to ineligibility for active employee enrollment in the Williamson County Medical plan. Eligibility to participate in the Wellness Program will be reinstated upon return to work and enrollment in one of the Williamson County Medical plans.
- 4) Employees and Spouses of the Employee out on Administrative Leave without Pay for thirty (31) days or more are not eligible to participate in the Wellness Program during their leave of absence due to ineligibility for active employee enrollment in the Williamson County Medical plan. Eligibility to participate in the Wellness Program will be reinstated upon return to work and enrollment in one of the Williamson County Medical plans.
- 5) If a former employee is re-hired within the same Wellness Program year, any Wellness points accrued prior to their last employment termination date will not be reinstated upon their re-hire date.
- 6) Wellness Affidavits for Annual Wellness Care and Annual Dental Care 11/1/2010-8/31/2011 must be received in the Human Resources Department no later than the last day of the following month after completion of the examination(s).

*(i.e. For annual dental care completed on 1/13/2011, the wellness affidavit is due no later than 2/28/2011)*

Wellness Affidavits for Annual Wellness Care and Annual Dental Care 9/1/2011-10/31/2011 must be received in the Human Resources Department by 10/31/2011.

*(i.e. For annual dental care completed on 10/28/2011, the wellness affidavit is due no later than 10/31/2011)*

Tobacco Cessation Reimbursement Form and 10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form may be submitted upon completion of all the requirements, but no later than 10/31/2011.

Wellness Affidavits and Reimbursement Forms may be submitted to the Human Resources Department one of five ways: Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

**Wellness Program Points / Reimbursement:**

- 1) Throughout the Wellness Program year, the Human Resources Department reviews each affidavit and reimbursement form for fulfillment of the program requirements. Participant files will also be audited by the Williamson County Auditor's Office Internal Control Department. Approved payment of wellness program points / reimbursements to eligible employee and/or their spouse will be through the regular payroll process, is taxable, and subject to TCDRS retirement deductions. Payment to eligible retiree and/or their spouse will be through Accounts Payable and is not taxed or subject to TCDRS retirement deductions. However, retirees may be required to report this as income.

**Maximum Wellness Program Reimbursement/Points Per Eligible Employee / Retiree / Spouse = \$125.00**  
Reimbursement for accrued points, up to the maximum of 125, will be paid out no later than 12/16/2011

**Annual Wellness Care (100 points = \$100.00) examples listed below:**

- Blood Pressure
- Weight and/or Body Mass Index
- Review and Update of your Immunization Status
- Review of your Health Risk Assessment and Targeted Counseling as Indicated
- Screenings / Tests as Recommended by U.S. Preventive Services Task Force (USPSTF) Clinical Prevention Guidelines and your Physician. Website: [www.preventiveservices.ahrq.gov](http://www.preventiveservices.ahrq.gov)
- Initiation of discussions regarding Personal Health Care Preferences
- Coordination of Disease Management and Support Services

**Health Risk Assessment (HRA):**

The Health Risk Assessment (HRA) offered by UnitedHealthcare at [www.myuhc.com](http://www.myuhc.com) must be completed every Wellness Program Year. **In order to accrue wellness points for annual wellness care the HRA certification of completion must be submitted with the completed Affidavit of Annual Wellness Care.**

Your Health Risk Assessment is confidential. You may chose to grant your health care provider access to review at an annual wellness care visit. You learn more about your current health status and your health risk factors, and receive information about free resources available through [www.myuhc.com](http://www.myuhc.com). This knowledge can help you as you set your own personal health goals. After completing the HRA, print the certificate of completion and submit with your completed Affidavit of Annual Wellness Care.

**Annual Dental Care (25 points = \$25.00) examples listed below:**

- Routine Exam and Cleaning
- X-Rays

**Maximum Total Reimbursement for 10 Week Program Per Eligible Employee / Retiree / Spouse = \$150.00**  
Reimbursement, up to the maximum of \$150.00, will be processed no later than 30 days following approval

**10 Week Nutrition, Exercise, Behavioral and Lifestyle Modification Program:**

Eligible Employees / Retirees / Spouses may participate in a 10 Week Nutrition, Exercise, Behavioral and Lifestyle Modification Program with a certified instructor. Employees / Retirees / Spouses who complete the entire 10 Week program may request reimbursement of the course fee up to a maximum of \$150 per Employee / Spouse / Retiree per Wellness Program year.

To determine eligibility for reimbursement you must submit the following documentation and obtain prior approval from the Human Resources Department.

- Copy of the Program Outline with the following:
  - Certified Instructors Name and Facility Name
  - Specific Dates of the 10 Week Program
  - Course fee

Upon completion of the program you will need to submit a completed 10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form.

**Maximum Total Reimbursement for Tobacco Cessation Aides Per Eligible Employee / Retiree / Spouse = \$300.00**  
Reimbursement, up to the maximum of \$300.00, will be processed no later than 30 days following approval

**Tobacco Cessation:**

Eligible Employees / Retirees / Spouses may participate in Tobacco Cessation Health Education Program Series. Upon completion participants may receive reimbursement for Tobacco Cessation Aides up to a maximum of \$300 per Employee / Retiree / Spouse per Wellness Program year. Tobacco Cessation Aides purchased prior to the start date of the Tobacco Cessation Health Education Series you are attending will not qualify for reimbursement.

### **Tobacco-free Premium Discount:**

In order to qualify for the *Tobacco-free Premium Discount*, the following statements and acknowledgments must be made in an Affidavit for *Tobacco-free Premium Discount* that is to be executed by the employee and his or her spouse (if applicable):

Under penalty of perjury, I declare that I have not used any Tobacco Product after May 1, 2011 (collectively the "Standard"). I understand that I may be asked to submit a urine continine test **at any time**. Random continine testing of those claiming the *Tobacco-free Premium Discount* may be required at the discretion of Williamson County. If I falsely claim in an Affidavit for *Tobacco-free Premium Discount* that I have not used any Tobacco Product after May 1, 2011; if a false claim is made for the *Tobacco-free Premium Discount* on my enrollment for Williamson County Medical Plan Coverage; if I refuse to submit a urine continine test at any time; and/or if I have a positive\* continine test, I understand that, in addition to any remedies available under the Affidavit for *Tobacco-free Premium Discount*, I will be obligated to pay the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

***\*For purposes of this Tobacco-free Premium Discount program a positive continine test shall mean 200 ng / ml or greater.***

***If it is unreasonably difficult due to a medical condition for you or your spouse (if applicable) to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), or if it is medically inadvisable as determined by documentation submitted by your physician or your spouse's physician (if applicable) for you and/or your spouse (if applicable) to attempt to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you and/or your spouse (if applicable) to develop another way for you and/or your spouse (if applicable) to qualify for the Tobacco-Free Premium Discount.***

The Affidavit for *Tobacco-free Premium Discount* may be submitted as early as May 1, 2011 but no later than June 30, 2011 for benefit plan year November 1, 2011 – October 31, 2012. *Tobacco-free Premium Discount* (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be tobacco-free in order to be eligible for the discount.

**Benefits effective on or after July 1, 2011:** The Affidavit for *Tobacco-free Premium Discount* must be submitted within 5 calendar days of receipt. *Tobacco-free Premium Discount* (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be tobacco-free in order to be eligible for the discount.

**Reasonable Alternative Affidavit for Tobacco-free Premium Discount:** **Williamson County is providing you with this opportunity as a reasonable alternative to attempt to be Tobacco-free in order for you to receive the Tobacco-free Premium Discount. If it is unreasonably difficult for you to become Tobacco-free in order to receive the Tobacco-free Premium Discount due to a medical condition (i.e. an addiction to nicotine) and you should need help in finding programs, resources or classes to help you to become Tobacco-free, please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you by providing suggestions. If it is medically inadvisable for you to attempt to be Tobacco-free in order to receive the Tobacco-free Premium Discount due to a medical condition (i.e. an addiction to nicotine), please consult with your physician and provide the required documentation in order to receive the Tobacco-free Premium Discount.**

As defined in the Williamson County Policy Manual:

**Tobacco Use:** Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a Tobacco Product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.

**Tobacco Product:** The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

**Tobacco Cessation Program:**

Eligible Employees / Retirees / Spouses may participate in a no cost Tobacco Cessation Health Education Series administered by the Williamson County & Cities Health District (WCCHD). This series consist of four (4) health education classes and three (3) support group classes with the EAP Provider. For information about the series or to register, contact (512) 248-3252 or [healthed@wcchd.org](mailto:healthed@wcchd.org).

**Diabetes Program:**

Eligible Employees / Retirees / Spouses may enroll in the Rxperts Health Partners Diabetes Program consisting of appointments with a specially trained pharmacist (pharmacist coach) including:

- Review of medication regimen
- Discuss diet, exercise, nutrition, and stress management goals
- Ensure you are getting certain laboratory tests, vaccines, and preventive care

Once you have completed the enrollment process and your initial appointment with the pharmacist, your out-of-pocket patient responsibility for the approved diabetes medication / supplies and cardiovascular medications will be paid for by your Williamson County Benefits Plans and Programs provided that you follow the appointment schedule established between you and your pharmacist coach.

For information about the Diabetes Program or to enroll, contact (512) 943-1533 or [wellness@wilco.org](mailto:wellness@wilco.org).

Eligible Employees / Retirees / Spouses may participate in a no cost Diabetes Education Program Series administered by the Williamson County & Cities Health District (WCCHD). This series consist of six (6) health education classes.

For information about the series or to register, contact (512) 248-3252 or [healthed@wcchd.org](mailto:healthed@wcchd.org).

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**Wellness Program inquiries should be directed to:**

HR Generalist, Risk Analyst  
(512) 943-1533 *phone*  
(512) 943-1535 *fax*  
[wellness@wilco.org](mailto:wellness@wilco.org)

Website: [Williamson County Internal Portal](#)

**Please continue to scroll down for the following documents:**

Letter to Employee and Physician / Health Care Provider

Affidavit of Annual Wellness Care

Affidavit of Annual Dental Care

10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form

Affidavit for *Tobacco-free* Premium Discount

Tobacco Cessation Reimbursement Form

Rxperts Health Partners Diabetes Program Overview

## 2010-2011 WILLIAMSON COUNTY WELLNESS PROGRAM



Dear Fellow Employee:

As we constantly seek to improve the effectiveness and efficiency of our benefit plans and programs we sought to incorporate your feedback with the changes made to the 2010-2011 Wellness Program. As you probably know, as a self-insured group we are always looking for ways to control our costs and improve the health of our employees and their families. To that end there is probably no more important relationship than that between you and your primary care physician. It is our hope this affidavit will help you utilize the preventive care services available to you through our health plan options and to partner with your health care provider to get those screenings, tests, and services most appropriate for you.

Dear Physician / Health Care Provider:

Thank you for taking care of Williamson County Colleagues and/or their Family. Our Benefits Committee values your care and concern for their well-being as evidenced by your willingness to serve as their medical home for preventive as well as acute care needs. In order to support and incentivize our employee's attempts to remain healthy and practice prevention we continue to explore ways to improve our benefits, incentives, health consumer education, and have even considered establishing dedicated clinics for members enrolled in the Williamson County Medical Plan.

However, first we want to be sure we have fully leveraged the benefit and access that your practice provides with a medical home commitment in acknowledgement of how preventive services are incorporated as feasible into primary care and through continuity of care over time. We strongly believe that our member's choice, privacy, and relationship with you is the most important factor in our combined goal of ensuring quality care that is also cost effective.

Following is the 2010-2011 Affidavit of Annual Wellness Care.

Thank you,

Williamson County Human Resources Department and Associates

(512) 943-1533 *phone*

(512) 943-1535 *fax*

[wellness@wilco.org](mailto:wellness@wilco.org)



2010-2011 WILLIAMSON COUNTY  
WELLNESS PROGRAM



**AFFIDAVIT OF ANNUAL WELLNESS CARE**

Employee / Retiree / Spouse Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

The Health Risk Assessment (HRA) offered by UnitedHealthcare at [www.myuhc.com](http://www.myuhc.com) must be completed every Wellness Program Year. The HRA certification of completion **must** be submitted with the Affidavit of Annual Wellness Care.

The intent of this affidavit is to incentivize establishing a medical home where comprehensive wellness care, such as the examples listed below, have been documented in the patient's medical record.

**Annual Wellness Care (100 points)**

- Blood Pressure
- Weight and/or Body Mass Index
- Review and Update of your Immunization Status
- Review of your Health Risk Assessment and Targeted Counseling as Indicated
- Screenings / Tests as Recommended by U.S. Preventive Services Task Force (USPSTF) Clinical Prevention Guidelines and your Physician. Website: [www.preventiveservices.ahrq.gov](http://www.preventiveservices.ahrq.gov)\*
- Initiation of discussions regarding Personal Health Care Preferences
- Coordination of Disease Management and Support Services

☐ Check here if your practice is recognized under the NCQA PCC-PCMH\*\* program and circle level:    1    2    3

\_\_\_\_\_  
PRINTED NAME OF HEALTH CARE PROVIDER

\_\_\_\_\_  
SIGNATURE OF HEALTH CARE PROVIDER

***I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.***

\_\_\_\_\_  
EMPLOYEE #

\_\_\_\_\_  
EMAIL ADDRESS (optional)

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE

Date: \_\_\_\_\_, 20\_\_\_\_

**Please retain a copy of this document for your records before submitting to the Human Resources Department.**

**Wellness Affidavits may be submitted to the Human Resources Department one of five ways:**

**Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

**Wellness Affidavits must be received in the Human Resources Department no later than the last day of the following month after completion of the examination(s). Examination(s) completed 9/1/2011 – 10/31/2011 must be received in the Human Resources Department by October 31, 2011.**

\*Not all screenings / tests are recommended every year. Your provider will recommend how often you should be tested.

\*\*National Committee for Quality Assurance, <http://www.ncqa.org/tabid/631/Default.aspx>.

2010-2011 WILLIAMSON COUNTY  
WELLNESS PROGRAM



**AFFIDAVIT OF ANNUAL DENTAL CARE**

Employee / Retiree / Spouse Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Annual Dental Care (25 points) for an adult generally includes:**

- Routine Exam and Cleaning
- X-Rays

\_\_\_\_\_  
PRINTED NAME OF DENTAL CARE PROVIDER

\_\_\_\_\_  
SIGNATURE OF DENTAL CARE PROVIDER

*I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.*

\_\_\_\_\_  
EMPLOYEE #                      EMAIL ADDRESS (optional)

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE

Date: \_\_\_\_\_, 20\_\_\_\_

**Please retain a copy of this document for your records before submitting to the Human Resources Department.**

**Wellness Affidavits may be submitted to the Human Resources Department one of five ways:**

**Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

**Wellness Affidavits must be received in the Human Resources Department no later than the last day of the following month after completion of the examination(s). Examination(s) completed 9/1/2011 – 10/31/2011 must be received in the Human Resources Department by October 31, 2011.**



# 10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form



Employee / Retiree Printed Name (First, Middle, Last):	Participants Printed Name:
Address:	Phone Number:
Employee /Retiree ID Number:	Email Address:
Name and Address of Facility:	Date of Completion:
Certified Instructor Printed Name:	
Certified Instructor Signature:	

1. Participate in an approved 10 Week Program Nutrition, Exercise, Behavioral, and Lifestyle Modification Program.
2. Upon completion of the program participants may receive reimbursement of the course fee up to a maximum of \$150 per Eligible Employee / Retiree / Spouse per Wellness Program year.
3. Send completed reimbursement form, copy of receipt including the facility name, payment date, course fee, and certificate of completion to the Human Resources Department by October 31, 2011.
4. Participants may be contacted by the Human Resources Department if additional documentation or information is needed for reimbursement approval.
5. A Human Resources representative will review; if approved, will sign and forward to the Payroll Department.
6. Reimbursements will be processed no later than 30 days following approval.

***I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.***

EMPLOYEE # _____	EMAIL ADDRESS (optional) _____	SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE _____
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Date: \_\_\_\_\_, 20\_\_\_\_

**Reimbursement Forms may be submitted to the Human Resources Department one of five ways:**  
**Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

I have verified the information on this form and approve the following for reimbursement.	
_____ Human Resources Representative Signature	_____ Date Signed
01.0885.0885.004996 Budget Line Item Number	_____ Amount Approved

# 2010-2011 WILLIAMSON COUNTY

## WELLNESS PROGRAM

### AFFIDAVIT FOR TOBACCO-FREE PREMIUM DISCOUNT



#### Benefits effective on or after July 1, 2011

Under penalty of perjury, I declare that I have not used any Tobacco Product since my employment began with Williamson County on \_\_\_\_\_ (collectively the "Standard"); OR

Under penalty of perjury, I declare that I have not used any Tobacco Product since my benefits family status change became effective on \_\_\_\_\_ (collectively the "Standard").

I understand that I may be asked to submit a urine cotinine test **at any time**. Random cotinine testing of those claiming the Tobacco-free Premium Discount may be required at the discretion of Williamson County. If I falsely claim herein that I have not used any Tobacco Product since the date stated above; if a false claim is made for the Tobacco-free Premium Discount on my enrollment for Williamson County Medical Plan Coverage; if I refuse to submit a urine cotinine test at any time; and/or if I have a positive\* cotinine test at any time, I understand that, in addition to any other remedies set forth herein below, I will be obligated to pay the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

**\*For purposes of this Tobacco-free Premium Discount program, a positive cotinine test shall mean 200 ng / ml or greater.**

***If it is unreasonably difficult due to a medical condition for you or your spouse (if applicable) to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), or if it is medically inadvisable as determined by documentation submitted by your physician or your spouse's physician (if applicable) for you and/or your spouse (if applicable) to attempt to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you and/or your spouse (if applicable) to develop another way for you and/or your spouse (if applicable) to qualify for the Tobacco-free Premium Discount.***

As defined in the Williamson County Policy Manual:

**Tobacco Use:** Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a Tobacco Product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.

**Tobacco Product:** The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

***I, the undersigned Employee, Retiree, or Spouse, have read the Wellness Program Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for the Tobacco-Free Premium Discount. I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this affidavit. I, by the act of signing below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct. I further understand that if I have made a false claim hereunder that such false claim may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefits Programs. Furthermore, if the facts sworn to hereunder become untrue due to my actions, I must notify the Williamson County Human Resources Department of such fact. If I fail to so notify said department that statements made herein by me are no longer true and correct, my failure may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefit Plans and Programs.***

EMPLOYEE # \_\_\_\_\_ EMAIL ADDRESS (optional) \_\_\_\_\_

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

PRINTED NAME OF EMPLOYEE / RETIREE / SPOUSE \_\_\_\_\_

**Please retain a copy of this document for your records before submitting to the Human Resources Department.**

The Affidavit for Tobacco-free Premium Discount must be submitted within 5 days of receipt for benefit plan year November 1, 2011 – October 31, 2012. Tobacco-free Premium Discount (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be Tobacco-free in order to be eligible for the discount.

**Wellness Affidavits may be submitted to the Human Resources Department one of five ways:**

**Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

2010-2011 WILLIAMSON COUNTY  
WELLNESS PROGRAM



**REASONABLE ALTERNATIVE AFFIDAVIT FOR TOBACCO-FREE PREMIUM DISCOUNT**

Williamson County is providing you with this opportunity as a reasonable alternative to attempt to be *Tobacco-free* in order for you to receive the *Tobacco-free* Premium Discount. If it is unreasonably difficult for you to become *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to a medical condition (i.e. an addiction to nicotine) and you should need help in finding programs, resources or classes to help you to become *Tobacco-free*, please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you by providing suggestions. If it is medically inadvisable for you to attempt to be *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to a medical condition (i.e. an addiction to nicotine), please consult with your physician and provide the required documentation in order to receive the *Tobacco-free* Premium Discount.

I, the undersigned, am currently addicted to nicotine and it is either unreasonably difficult for me to become *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to my medical condition (i.e. an addiction to nicotine) or it is medically inadvisable for me to attempt to be *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to a medical condition (i.e. an addiction to nicotine).

I am currently engaged in personal efforts (i.e. following doctor's orders, participating in a tobacco cessation program, etc.) to be *Tobacco-free* and I have documentation that evidences my attempts to be *Tobacco-free*, which I have provided to Williamson County by attaching such documentation to this affidavit. If my attempt to be *Tobacco-free* is unsuccessful, I understand that I will be required to submit to the Williamson County Human Resources Department additional affidavits and documentation which evidence my continued personal efforts to be *Tobacco-free* in order to continue to receive the *Tobacco-free* Premium Discount. The affidavit and documentation must be submitted every ninety (90) days as indicated below:

**August 31, 2011**

**November 30, 2011**

**February 29, 2012**

**May 31, 2012**

**August 31, 2012**

I acknowledge and understand that, if I fail to provide the above described affidavits and documentation every ninety (90) days, I will be immediately obligated, upon such failure, to begin paying the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and I further acknowledge that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

For definitions of Tobacco Use and Tobacco Product and for terms and conditions relating to the *Tobacco-free* Premium Discount, please refer to the Williamson County Wellness Program Manual, which is incorporated herein by reference for all purposes.

If my attempt to be *Tobacco-free* is successful I will submit the Affidavit for *Tobacco-free* Premium Discount.

***I, the undersigned Employee, Retiree, or Spouse, have read the Williamson County Wellness Program Procedures and Requirements, and hereby certify that I understand the requirements for the Tobacco-free Premium Discount. I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this affidavit. I, by the act of signing below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct. I further understand that if I have made a false claim hereunder that such false claim may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefits Programs. Furthermore, if the facts sworn to hereunder become untrue due to my actions, I must notify the Williamson County Human Resources Department of such fact. If I fail to so notify said department that statements made herein by me are no longer true and correct, my failure may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefit Plans and Programs.***

EMPLOYEE #

EMAIL ADDRESS (optional)

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE

Date: \_\_\_\_\_, 20\_\_\_\_

PRINTED NAME OF EMPLOYEE / RETIREE / SPOUSE

**Please retain a copy of this document for your records before submitting to the Human Resources Department.**

A Reasonable Alternative Affidavit for *Tobacco-free* Premium Discount and the required documentation must be submitted by **August 31, 2011** for benefit plan year November 1, 2011 – October 31, 2012 and every 90<sup>th</sup> day following **August 31, 2011** in order to continue to receive *Tobacco-free* Premium Discount. The *Tobacco-free* Premium Discount (amount to be determined in accordance with the law) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be *Tobacco-free* in order to be eligible for the discount. **Wellness Affidavits may be submitted to the Human Resources Department in one of five ways: Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

# Tobacco Cessation Reimbursement Form



Employee / Retiree Printed Name (First, Middle, Last):		Participants Printed Name:
Address:		Phone Number:
Employee /Retiree ID Number:		Email Address:
<b>Tobacco Cessation Aides:</b> <input type="checkbox"/> Zyban* <input type="checkbox"/> Lozenges <input type="checkbox"/> Inhaler* <input type="checkbox"/> Patch <input type="checkbox"/> Chantix* <input type="checkbox"/> Gum *Prescription Required <input type="checkbox"/> Other: _____		<b>Amount of reimbursement requested:</b> \$ _____ (Cannot exceed total of \$300 per Eligible Employee / Retiree / Spouse)

1. Participate in the Tobacco Cessation Health Education Program Series administered by the Williamson County & Cities Health District.
2. Upon completion of the program participants may receive reimbursement for tobacco cessation aides up to a maximum of \$300 per Eligible Employee / Retiree / Spouse per Wellness Program year. (Note: Tobacco Cessation Aides purchased prior to the start date of the Tobacco Cessation Health Education Series you are attending will not qualify for reimbursement.)
3. Send completed reimbursement form, copy of your receipt(s) including participant name, name and total cost of prescription / over-the-counter aide, and certificate of completion for the series to the Human Resources Department by October 31, 2011.
4. Participants may be contacted by the Human Resources Department if additional documentation or information is needed for reimbursement approval.
5. A Human Resources representative will review; if approved, will sign and forward to the Payroll Department.
6. Reimbursement will be processed no later than 30 days following approval.

***I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.***

EMPLOYEE # \_\_\_\_\_ EMAIL ADDRESS (optional) \_\_\_\_\_

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**Reimbursement Forms may be submitted to the Human Resources Department one of five ways:**  
**Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

I have verified the information on this form and approve the following for reimbursement.	
_____ / _____ Human Resources Representative Signature      Date Signed	
01.0885.0885.004996 / _____ Budget Line Item Number      Amount Approved	

## **Diabetes Program Overview**

The WILCO Diabetes Program is a health care initiative that involves individuals who have been diagnosed with diabetes. This innovative program revolves around the coordinated efforts of each employer, local health care providers-including pharmacists, physicians, health educators, and health insurers to enable employees to better manage their disease. The program provides counseling, education and skill development training that leads to the award of a self-management credential. Financial incentives for participating employees, employers and health care providers underpin the program. Based on results from the successful *Asheville Project* that used similar approaches, it is anticipated that this program will result in healthier individuals, fewer hospitalizations, reduced medical expenses, and reduced absenteeism.

The primary elements of the program include:

- Identifying and enrolling employees and beneficiaries who have diabetes, and are covered by the employer's health plan
- Contracting with a local network of pharmacists that will provide the appropriate pharmaceutical care and counseling to help patients effectively manage their diabetes
- Assessing each patient's understanding of his/her diabetes
- Tailoring and conducting an educational and skills training program for each patient
- Preliminarily assessing each patient's health and reinforcing the physician's treatment plan
- Periodically, evaluating each patient's knowledge, skills, and performance
- Awarding a Patient Self-Management Credential upon demonstration of successful performance
- Establishing a secure collection mechanism and maintaining a confidential data source that can track and analyze aggregate outcome data for purposes of developing statistical comparisons of improved patient health and total health care savings for employer
- Evaluating and reporting results of program.

What is exciting and different about this new health care program is that the success of the program, in large part, depends on the *Patient's* active participation in his/her own care. The program is designed to help *Patients* maintain good control over their diabetes by helping him/her learn how to better self-manage their condition.

Over a 12-month period, *Patients* will meet at regularly scheduled times with the health care team – the physician, pharmacist, and other specialists. The *Patient* will be a full-fledged member of this team and will help develop a treatment and education support plan that (a) meets his/her individual health care needs and (b) provides the education and skill training that he/she needs to earn the patient self-management credential in diabetes.

Each member of the health care team will be responsible for keeping each other informed about actions taken on the *Patient's* behalf, including those responsibilities that the *Patient* must fulfill. For instance, the pharmacist will keep the physician informed about services provided and their outcomes. The physician, in turn, may notify the pharmacist when a change in the treatment plan is indicated. When patients are referred to community health education resources for additional education and training, the provider will send progress reports to the pharmacist and physician. The *Patient* will be expected to keep the team informed as to his/her progress or problems that are encountered in self-managing diabetes.



2010-2011 WILLIAMSON COUNTY  
WELLNESS PROGRAM



**REASONABLE ALTERNATIVE AFFIDAVIT FOR TOBACCO-FREE PREMIUM DISCOUNT**

Williamson County is providing you with this opportunity as a reasonable alternative to attempt to be *Tobacco-free* in order for you to receive the *Tobacco-free* Premium Discount. If it is unreasonably difficult for you to become *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to a medical condition (i.e. an addiction to nicotine) and you should need help in finding programs, resources or classes to help you to become *Tobacco-free*, please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you by providing suggestions. If it is medically inadvisable for you to attempt to be *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to a medical condition (i.e. an addiction to nicotine), please consult with your physician and provide the required documentation in order to receive the *Tobacco-free* Premium Discount.

I, the undersigned, am currently addicted to nicotine and it is either unreasonably difficult for me to become *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to my medical condition (i.e. an addiction to nicotine) or it is medically inadvisable for me to attempt to be *Tobacco-free* in order to receive the *Tobacco-free* Premium Discount due to a medical condition (i.e. an addiction to nicotine).

I am currently engaged in personal efforts (i.e. following doctor's orders, participating in a tobacco cessation program, etc.) to be *Tobacco-free* and I have documentation that evidences my attempts to be *Tobacco-free*, which I have provided to Williamson County by attaching such documentation to this affidavit. If my attempt to be *Tobacco-free* is unsuccessful, I understand that I will be required to submit to the Williamson County Human Resources Department additional affidavits and documentation which evidence my continued personal efforts to be *Tobacco-free* in order to continue to receive the *Tobacco-free* Premium Discount. The affidavit and documentation must be submitted every ninety (90) days as indicated below:

**August 31, 2011**

**November 30, 2011**

**February 29, 2012**

**May 31, 2012**

**August 31, 2012**

I acknowledge and understand that, if I fail to provide the above described affidavits and documentation every ninety (90) days, I will be immediately obligated, upon such failure, to begin paying the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and I further acknowledge that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

For definitions of Tobacco Use and Tobacco Product and for terms and conditions relating to the *Tobacco-free* Premium Discount, please refer to the Williamson County Wellness Program Manual, which is incorporated herein by reference for all purposes.

If my attempt to be *Tobacco-free* is successful I will submit the Affidavit for *Tobacco-free* Premium Discount.

***I, the undersigned Employee, Retiree, or Spouse, have read the Williamson County Wellness Program Procedures and Requirements, and hereby certify that I understand the requirements for the Tobacco-free Premium Discount. I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this affidavit. I, by the act of signing below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct. I further understand that if I have made a false claim hereunder that such false claim may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefits Programs. Furthermore, if the facts sworn to hereunder become untrue due to my actions, I must notify the Williamson County Human Resources Department of such fact. If I fail to so notify said department that statements made herein by me are no longer true and correct, my failure may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefit Plans and Programs.***

EMPLOYEE #

EMAIL ADDRESS (optional)

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE

Date: \_\_\_\_\_, 20\_\_\_\_

PRINTED NAME OF EMPLOYEE / RETIREE / SPOUSE

**Please retain a copy of this document for your records before submitting to the Human Resources Department.**

A Reasonable Alternative Affidavit for *Tobacco-free* Premium Discount and the required documentation must be submitted by **August 31, 2011** for benefit plan year November 1, 2011 – October 31, 2012 and every 90<sup>th</sup> day following **August 31, 2011** in order to continue to receive *Tobacco-free* Premium Discount. The *Tobacco-free* Premium Discount (amount to be determined in accordance with the law) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be *Tobacco-free* in order to be eligible for the discount. **Wellness Affidavits may be submitted to the Human Resources Department in one of five ways: Email [wellness@wilco.org](mailto:wellness@wilco.org) • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail**

**Commissioners Court - Regular Session****38.****Meeting Date:** 08/02/2011

Amendment to the Williamson County Sick Leave Pool Policy 8.2.2011

**Submitted By:** Joyce Nemec, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding an amendment to the Williamson County Sick Leave Pool Policy 8.2.2011

**Background**

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**Attachments**[Williamson County Sick Leave Pool Policy 8.2.2011](#)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 08:21 AM
Form Started By: Joyce Nemec		Started On: 07/27/2011 04:23 PM
	Final Approval Date: 07/28/2011	

# **SECOND AMENDED WILLIAMSON COUNTY SICK LEAVE POOL POLICY**

## **SECTION 1** **AUTHORITY**

LOCAL GOVERNMENT CODE:

CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF COUNTY OFFICERS AND EMPLOYEES

SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

## **SECTION 2** **PURPOSE**

The purpose of the First Amended Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the Employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

## **SECTION 3** **DEFINITIONS**

A. Administrator:

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

B. Catastrophic Illness or Injury:

A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the Employee's Immediate Family that (i) forces the Employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, **one of the following**:

1. Hospital Care



- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- Inpatient care is at least one overnight stay.

Examples: surgery, pneumonia

## 2. Absence Plus Treatment

A period of Incapacity of more than three (3) consecutive calendar days which also involves:

- Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or
- Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Examples: physical therapy.

## 3. Chronic Conditions Requiring Treatments

A chronic condition which:

- Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner
- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodic rather than a continuing period of Incapacity

Examples: asthma, diabetes, epilepsy

## 4. Permanent/Long-Term Conditions Requiring Supervision

A period of Incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a Licensed Health Practitioner.

Examples: Alzheimer's, severe stroke, or terminal stages of a disease

## 5. Multiple Treatments (Non-Chronic Conditions)

- Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or
- A condition that would likely result in a period of Incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.

Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:

- Back conditions requiring extensive therapy or surgery
- Heart conditions
- Most types of cancers
- Severe respiratory conditions
- Severe arthritis
- Severe nervous disorders
- Injuries caused by serious accidents
- Miscarriage
- Complications related to pregnancy
- Kidney disease

Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries\*

- Migraines/ Headaches
- Common cold
- Flu
- Earaches
- Upset stomach
- Minor ulcers
- Childbirth (without complications)
- Normal recovery from childbirth (without complications)
- Routine dental or orthodontic problems
- Absence due to substance abuse
- Stress

\*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.

C. Employee:

Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.

D. Employee's Immediate Family:

The Employee's Immediate Family shall include and be limited to the Employee's Spouse, Child, or Parent. For purposes of this policy, spouse, child and parent shall have the following meanings:

Parent - A biological parent of an Employee or an individual who stood in the place of a parent to an Employee when the Employee was less than eighteen (18) years of age.

Child - A child shall mean and include:

- The Employee's biological, adopted or foster child.
- The Employee's stepchild.
- A child for whom legal guardianship has been awarded to the Employee and/or the Employee's spouse.
- A spouse's biological, adopted or foster child.

The definition of a Child is subject to the following conditions and limitations:

- A child shall include any unmarried dependent child less than 18 years of age.
- A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the Employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:
  - The child must not be regularly employed on a full time basis;
  - The child must be a full-time student; and
  - The child must be primarily dependent upon the Employee for support and maintenance.

Spouse - A Spouse shall mean the husband or wife of the Employee.

E. FMLA:

FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under

the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).

F. Incapacity:

Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.

G. Intermittent Leave:

Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

H. Licensed Health Practitioner:

A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.

I. Open Enrollment Period:

The Open Enrollment Period for the SLP shall be during the month of September of each year, with dates established by the SLP Administrator. The new year for the SLP begins on October 1<sup>st</sup> of each year. The Williamson County Commissioners Court reserves the right to change the Open Enrollment Period at any time or allow an additional special enrollment period during any fiscal year of the SLP program.

J. SLP Committee:

The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

#### **SECTION 4** **ADMINISTRATION OF THE SLP**

- A. Administrator. In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.

- B. SLP Committee. The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.
- C. Public Health Nurse. On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

## **SECTION 5**

### **POOL MEMBERSHIP**

- A. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time Employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) twelve (12) months of continuous "creditable" service with the County; (2) the employee contributes a minimum of 8 hours sick leave during the annual open enrollment period for that plan year.
- B. Employees shall only be able to join the SLP during an Open Enrollment Period or during any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.
- C. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous "creditable" service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she can donate the minimum of 8 hours of sick time. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to either wait until the next annual Open Enrollment Period or wait until any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.
- D. In order to join the SLP, an Employee must submit a SLP Enrollment and Contribution Form or go through the Online Open Enrollment Process with the Williamson County Human Resources Department prior to the end of each Open Enrollment Period or prior to the end of any special enrollment period. SLP Enrollment and Contribution Forms are

available at the Williamson County Human Resources Department. An Employee's membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period. In the event that a special enrollment period is offered by the SLP Committee and/or the Williamson County Commissioners Court during the twelve (12) month period following the prior Open Enrollment Period, an Employee that enrolls during such period shall be a member of the SLP program from the date of enrollment until the next Open Enrollment period.

- E. **In order to maintain enrollment in the SLP from year to year, whether such Employee enrolled in the SLP program during an Open Enrollment Period or during a special enrollment period, each Employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the next Open Enrollment Period. Only one donation each fiscal year is required to maintain membership in the SLP. Except as otherwise specifically set forth herein, an Employee's failure to enroll during an Open Enrollment Period or during a special enrollment period, if offered, will result in the termination of the Employee's continued membership in the SLP.**
- F. Each hour that an Employee donates to the SLP will be permanently subtracted from the Employee's accrued sick leave balance that is on file as of closeout of the Open Enrollment Period or the special enrollment period in which the Employee joined the SLP. No advances on sick leave accruals will be granted to allow an Employee to meet the minimum required contribution.
- G. An Employee's contribution of accrued sick leave hours shall be irrevocable and the Employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.
- H. The accrued sick leave hours that an Employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the Employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.
- I. The time contributed to the SLP cannot be designated to be given to any particular Employee.
- J. There is no guarantee that a contributing Employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such Employee have a need to make application for SLP time at a later date.
- K. Upon the conclusion of twelve (12) months following the prior year's Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.

- L. An Employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.
- M. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each Employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

## **SECTION 6**

### **GRANTING OF TIME FROM SLP**

- A. The SLP may only be granted to and used by an Employee (1) for a Catastrophic Illness or Injury that makes the Employee unable to perform the Employee's job or (2) to care for the Employee's Immediate Family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an Employee unless the Employee would also qualify for use of sick leave under the County's benefits policies.
- B. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.
- C. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.
- D. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.
- E. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the Employee's application.
- F. If an Employee who has received time from the SLP returns to work and he or she or his or her Immediate Family Member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the Employee may apply for additional SLP time for follow up medical treatment if the employee has again exhausted all applicable accruals due to the Catastrophic Illness or Injury or has not earned accruals since returning to work; provided, however, such Employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third

(1/3) of the total amount of the SLP as of the time of the Employee's initial application for SLP time, or one hundred twenty (120) hours.

- G. Requests for the granting of additional time from the SLP must be applied for by the Employee and shall not be automatically granted.
- H. An Employee cannot receive time from the SLP if the Employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.
- I. All unused time that was granted to an Employee from the SLP shall be returned to the SLP.
- J. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:
  - 1. The date the Employee returns to work; or
  - 2. The exhaustion of the specific amount of time that the SLP Committee granted to the Employee, unless the SLP Committee has granted the Employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the Employee; or
  - 3. The effective date of the Employee's termination (including termination due to the Employee's death), suspension, leave of absence, retirement, or resignation; or
  - 4. The Employee has used the maximum amount of SLP time allowable under this policy; or
  - 5. The SLP Committee determines that the Employee is no longer eligible to receive any further or additional time from SLP.

## **SECTION 7** **PROCEDURE**

- A. An eligible Employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:
  - 1. The date on which the Catastrophic Illness or Injury commenced;
  - 2. The probable duration of the Catastrophic Illness or Injury;
  - 3. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;



4. A statement from the Licensed Health Practitioner that the Employee is unable to perform the functions of his or her position;
  5. The anticipated date the Employee will be eligible to return to work;
  6. The amount of time requested from the SLP;
  7. If the Employee is applying for SLP time in order to care for an Immediate Family Member, the Employee must include a statement from the Immediate Family Member's Licensed Health Practitioner that the eligible Employee is needed to care for his or her Immediate Family Member, along with an estimate of the amount of time that the Employee is needed to care for his or her Immediate Family Member; and
  8. Any other information that the Administrator or the SLP Committee deems necessary.
- B. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the Employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the Employee's responsibility. The Employee's failure to complete the said form and provide the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an Employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the Employee's supervisor or department head may, at the request of the Employee's family, submit the request form and required documentation and information; provided, however, the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.
- C. Upon receipt of an Employee's completed SLP Withdrawal Request Form (along with all required documentation and information), the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.
- D. The SLP Committee shall call a meeting in order to review both the Employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final.** The requesting Employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and

testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **Previous FMLA qualifying events shall not be taken into consideration when approving/disapproving leave from the SLP, however non-FMLA leave usage from the date of hire up to the SLP request may be considered when approving/disapproving leave from the SLP.**

- E. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the Employee. The amount of SLP time granted to an Employee shall be credited to the Employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an Employee absent on sick leave assigned from the SLP is treated for all purposes as if the Employee were absent on earned sick leave.
- F. The SLP Committee may require an Employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the Employee is no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the employee and discontinue any further transfers of SLP time to such Employee.
- G. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.
- H. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An Employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire duration of the requested SLP grant. In the event this type of Employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).
- I. Each Employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the Employee is fit for duty and list any and all restrictions relating to the Employee's return to work.
- J. FMLA leave shall run concurrently with leave granted from the SLP.
- K. The estate of a deceased Employee shall not be entitled to payment for unused sick leave acquired by the Employee from the SLP.

- L. An Employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an Employee's length of service with the County.

**SECTION 8**  
**MISCELLANEOUS PROVISIONS**

- A. The County may discontinue and/or terminate the SLP program without cause or liability upon one hundred twenty (120) days written notice to all Employees that are participating in the SLP program as of the date of its termination.

If any provision of this SLP 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 SLP 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. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County 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 SLP.

- B. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.

## **SLP REQUIRED FORMS**

The following forms may be obtained from the Williamson County Human Resources Department:

- A. SLP Enrollment and Contribution Form
- B. SLP Withdrawal Request Form
- C. Fitness For Duty Form

**NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.**

**Commissioners Court - Regular Session****39.****Meeting Date:** 08/02/2011

Interlocal Agreement with Brushy Creek MUD for Law Enforcement Services

**Submitted For:** Mary Clark**Submitted By:**Mary Clark, Commissioner  
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and consider First Amendment to Interlocal Agreement for Law Enforcement Services between Williamson County and Brushy Creek Municipal Utility District.

**Background**

Brushy Creek MUD ("District") and Williamson County (County) entered into an Interlocal Agreement for Law Enforcement Services on March 25, 2010 and the county agreed to provide additional law enforcement services within the territorial confines of Brushy Creek, and this is an extension to those services. The parties agree that effective as of the expiration of its original term, the Agreement may thereafter be renewed annually with the written consent of the County and the District, such consent being obtained by the Parties at least 30 days prior to the expiration of the then current term.

This Agreement will remain in effect until September 30, 2012.

This Agreement was passed by the Brushy Creek MUD Board on July 14th, 2011. A copy, executed by the President of the Brushy Creek MUD Board is attached.

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**Attachments**Interlocal Brushy Creek MUD Law EnforcementBrushy Creek MUD Agreement Law Enforcement March 2010**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 08:21 AM
Form Started By: Mary Clark		Started On: 07/27/2011 04:35 PM
	Final Approval Date: 07/28/2011	



July 19, 2011

Commissioner Lisa Birkman  
1801 Old Settler's  
Round Rock, TX 78664

Re: Amendment to Interlocal Agreement for Law Enforcement Services

Dear Commissioner Birkman:

Enclosed are three originals of the above noted document for inclusion on the County agenda. After approval, please have Judge Gattis sign them and return all to me. I will send the County a completed version at a later date. A self-addressed, stamped envelope is enclosed for your convenience.

If you have any questions, I can be reached at the address below or at 255-7871 ext. 214.

Sincerely,

A handwritten signature in blue ink that reads "Norma L. Chakrabarty". The signature is fluid and cursive, with the first name "Norma" being the most prominent.

Norma L. Chakrabarty  
Records Specialist  
N.Chakrabarty@bcmud.org

Enclosure

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This First Amendment To Interlocal Agreement For Law Enforcement Services ("First Amendment") is entered into as of JULY 14, 2011, by and between BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a Texas conservation and reclamation district (hereinafter called the "District") and WILLIAMSON COUNTY, TEXAS (hereinafter called the "County").

RECITALS

A. Whereas, the District and County entered into that certain Interlocal Agreement for Law Enforcement Services executed by the County on March 25, 2010 (the "Agreement") setting forth the terms and conditions pursuant to which the County agreed to provide additional law enforcement services within the territorial confines of the District; and

B. Whereas, the Parties desire to extend the term of the Agreement.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this First Amendment, the sufficiency of which is hereby acknowledged by the Parties, the District and the County contract and agree as follows:

Section 1.     Extension of Term. The Parties agree that effective as of the expiration of its original term, the Agreement shall remain in full force and effect through September 30, 2012. The Agreement may thereafter be renewed annually with the written consent of the County and the District, such consent being obtained by the Parties at least thirty (30) days prior to the expiration of the then current term.

Section 2.     Effect on Prior Agreement. Except as specifically modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

Section 3.     Capitalized Terms. Except as specifically defined herein, all capitalized terms in this First Amendment shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested by their duly authorized officers, as of the last date of execution below.

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

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

**APPROVED AS TO FORM AND SUBSTANCE:**

**WILLIAMSON COUNTY ELECTED OFFICIAL**

By: \_\_\_\_\_  
James R. Wilson, Sheriff

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

**BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**

By: Bob Gable  
President, Board of Directors

Date Signed: 7/14/11

ATTEST:

Paul Shan  
Secretary, Board of Directors



**INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SERVICES  
BETWEEN WILLIAMSON COUNTY, TEXAS AND THE  
BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**

This Agreement is made and entered into by and between **Williamson County, Texas**, hereinafter referred to as the "County," acting by and through its governing body, the Williamson County Commissioners Court and **Brushy Creek Municipal Utility District** (the "District"), a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code. The District and the County are referred to collectively herein as the "Parties").

**RECITALS:**

The predominant purpose of this Agreement is to provide additional law enforcement services to ensure the peace and safety of the citizens of Williamson County particularly within the territorial confines of the District and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the undersigned Williamson County elected official (the "Elected Official").

The Parties stipulate that the purpose of this Agreement is the performance of governmental functions and services as set out in the Texas Government Code Section 791.003(a), (d), (k), and (n).

Pursuant to Texas Water Code Section 49.216(a) (3), the District may contract to employ peace officers with the power to make arrests, among other things and to prevent or abate the commission of any offense against the laws of the State of Texas. The County is authorized to provide law enforcement services to the District pursuant to Texas Government Code Section 791.011(c) (2).

The Parties further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement services.

**NOW THEREFORE**, The County and the District, in consideration of the mutual covenants and agreements herein contained, mutually agree as follows:

**I.**

**TERM**

1.1 The services to be performed under this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall continue thereafter for one (1) year, unless terminated sooner in accordance with other provisions of this Agreement. This Agreement may be renewed annually with the written consent of the County and the District, such consent being obtained by the parties at least thirty (30) days prior to the expiration of the then current term.

## II. SERVICES

2.1 The County affirms and approves the authority of the Elected Official to provide one or more peace officers, as deemed appropriate by the Elected Official, to devote a primary portion of their working time, with the total number of hours per month to be set forth in this agreement and, thereafter, may be adjusted by the District as set forth below, to provide law enforcement services within the District's geographical area (the "Area"). It is intent of this Agreement that the peace officers' working time should be spent in the Area. From time to time, the District may request that the Elected Official adjust the working time spent in the District's Area and the monthly billings shall be adjusted accordingly.

2.2 County and Elected Official agree that the patrol services to be furnished pursuant to this Agreement are in addition to the regular on-duty peace officer services furnished within the area of the District, and that in no event shall the services furnished hereunder alter, impact or lessen the routine patrol services that are otherwise provided in the District.

2.3 As used herein, the phrase "working time" means those hours designated by the Elected Official in which its commissioned peace officers are assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officers shall perform law enforcement services as normally provided when working directly for the Elected Official. The Elected Official shall retain control and supervision of the peace officers performing services under this Agreement to the same extent as the Elected Official does with its other peace officers that are working outside the District's Area. The peace officers must always comply with the laws of the State of Texas and act within the scope of the General Orders and Standard Operating Procedures of the Elected Official's office. The peace officers cannot enforce "district policies" or "house rules" of the District; provided, however, the peace officers shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code.

2.4 The District understands and agrees that if emergency circumstances arise during the time in which a peace officer is providing services for the District and such peace officer must leave to respond to said emergency, the peace officer will be temporarily leaving the District's Area and will not be paid by the District while responding to such emergency. Nor shall the time associated with responding to such emergency be included within the number of monthly working hours furnished by peace officers within the Area under this Agreement. When the emergency assignment is completed, the peace officer will return to the District's Area and continue to provide the services contemplated by this Agreement.

2.5 Although the peace officers shall at all times remain under the control and supervision of the Elected Official, Elected Official agrees as follows with respect to the additional law enforcement services to be furnished by the peace officers under this Agreement:

a. Elected Official shall ensure that peace officers are familiar with the boundaries of the District, and that the services performed under this Agreement are undertaken within the District's boundaries only.

b. The Elected Official (and/or the County's coordinator) shall coordinate with the District the hours during which the additional patrol services are performed



within the District under this Agreement. It is the mutual intention of the parties that the patrol services performed under this Agreement shall be undertaken during "high crime time" periods and peak periods identified by the District.

c. The Elected Official (and/or the County's coordinator) shall use good faith efforts to minimize the turnover of peace officers that provide additional patrol services within the District pursuant to this Agreement. It is the intent of the parties that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a peace officer will be better able to identify and investigate suspicious or potential criminal activity.

### **III.**

#### **SPECIAL CONSIDERATIONS**

3.1 The peace officers providing services to the Area will spend approximately one hundred and fifty (\_150\_) hours per month of working time in the service Area. Provided that the Elected Official has additional peace officers that are readily available to provide additional services hereunder, the number of working hours of the peace officers may be increased from time to time by the District by providing ten (10) calendar day's written request for additional services to the County's coordinator. The District may also decrease the above referenced number of working hours per month by providing thirty (30) calendar day's written notice thereof to the County's coordinator. Upon any such adjustment, the District's monthly pay obligation shall be adjusted accordingly.

3.2 The District shall designate a liaison representative for the sole purpose of maintaining communication between the District and the County and its coordinator. The County's coordinator shall serve as the County's point of contact for the District and shall assist the District with any issues that arise between the District and the County.

3.3 The County's coordinator shall be responsible for assigning peace officers to provide the law enforcement services in the Area for the District. The County's coordinator will also track the amount of time that the peace officers spend providing the services to the District hereunder.

3.4 It is understood and agreed by the parties that peace officers shall in no sense be considered an employee or agent of the District, and the District will have no liability relating to any action taken by any peace officer while providing services under this Agreement. The County agrees that for purposes of Section 791.006 of the Texas Government Code, responsibility for any civil liability arising out of the services furnished under this Agreement shall remain with Williamson County, and not the District. The District shall not be responsible for, and shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of the peace officers. The County shall be responsible for the filing and payment of all income related taxes associated with the services performed by the peace officers under this Agreement. The peace officers shall not be treated as an employee of the District with respect to the services performed hereunder for federal or state tax purposes, for workers compensation purposes, or for any other purposes.

3.5 The County agrees that each peace officer will be properly insured while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

#### **IV.**

##### **CONSIDERATION FOR SERVICES**

4.1 The District agrees to pay to the County the sum of Forty Five and 43/100 Dollars (\$45.43) per hour of time served by a peace officer within the Area pursuant to this Agreement for the District. Said amount shall compensate the County for the working time of the peace officer and the fully equipped patrol vehicle that is being utilized by such peace officer.

4.2 The District shall not pay a monthly coordinator scheduling fee for the time spent by County's coordinator on coordinating and managing the services that are being provided hereunder. In the event the District is not obligated to pay a coordinator fee hereunder, such fee for coordination services will be absorbed in the hourly rates paid to the County for performing services for the District hereunder.

4.3 The County shall invoice the District monthly for all amounts due for the prior month and the District shall pay, within fifteen (15) calendar days from the date of the invoice, all amounts due. All payments shall be made to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. Interest charges for any late payments shall be paid by the District in accordance with Chapter 2251 of the Texas Government Code.

#### **V.**

##### **BREACH AND TERMINATION**

5.1 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking any remedies available at law or in equity, terminate this Agreement.

5.2 Either party may terminate this Agreement prior to the expiration of the term set forth above, without cause, upon thirty (30) day's prior written notice to the other party.

**VI.**  
**NOTICE**

6.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been received by the appropriate Party at the following addresses:

To the County: Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With a copy to the  
Elected Official:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the District: Brushy Creek Municipal Utility District  
Attn: General Manager  
16318 Great Oaks Drive  
Round Rock, Texas 78681

With a copy to: Freeman & Corbett  
Attn: Tony Corbett  
8500 Bluffstone Cove, Suite B-104  
Austin, Texas 78759

6.2 Any party may designate a different address by giving the other parties ten days' written notice.

**VII.**  
**MISCELLANEOUS PROVISIONS**

7.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

7.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

7.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

7.4 Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party.



Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

7.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

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

7.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

7.9 Assignment; Successors and Assigns. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

7.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

7.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under

this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

7.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

7.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

7.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

7.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

7.16 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date signed: \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM AND SUBSTANCE:

WILLIAMSON COUNTY ELECTED OFFICIAL

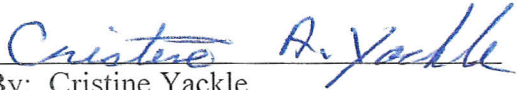
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name of  
Agency/  
Elected Office: \_\_\_\_\_

Date signed: \_\_\_\_\_, 20\_\_\_\_

BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT

  
By: Cristine Yackle

Title: President of the Board of Directors

Date signed: MARCH 12, 2010



**Commissioners Court - Regular Session****40.****Meeting Date:** 08/02/2011

Partnership with Texas Department of Public Safety for emergency incident response and command/communications support

**Submitted For:** Patrick Cobb**Submitted By:** Gene Smith, Emergency Communications**Department:** Emergency Communications**Agenda Category:** Regular Agenda Items

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**Agenda Item**

"Discuss and take possible action on continued partnership with Texas Department of Public Safety for emergency incident response and command/communications support"

**Background**

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**Attachments**State Statellite Policy**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Gene Smith		Started On: 07/26/2011 12:31 PM
	Final Approval Date: 07/26/2011	

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4807 • AUSTIN, TX 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



STEVEN C. McCRAW  
DIRECTOR  
LAMAR BECKWORTH  
CHERYL MacBRIDE  
DEPUTY DIRECTORS



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
A. CYNTHIA LEON  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH

July 19, 2011

## Current and Potential Participants in the State Satellite Initiative

Todd M. Early  
Deputy Assistant Director - LESD  
Public Safety Communications Bureau  
Texas Department of Public Safety

## State Satellite Initiative Policy

**Purpose.** This document provides guidance and policy for the centrally funded State Satellite Initiative. Texas Department of Public Service (TxDPS) began the State Satellite Initiative in June 2010 to provide a high quality, robust, dedicated, private Ku band satellite network service to selected agencies who committed to serve as a State resource during disasters and other emergencies. Up to now, the specific details of how this initiative will operate, have not been clearly defined. This policy serves to define requirements and set expectations for participants in this initiative.

**Bandwidth Sharing.** The State Satellite Initiative is a dedicated, private satellite network. Accessibility is specific to approved agency communications platforms supporting in the Communications Coordination Group (CCG). The satellite capacity is shared, but only among the properly configured platforms of the approved participating agencies. The sharing ratios are carefully monitored and controlled to assure high quality service. As a shared system, the bandwidth utilization on one platform impacts the capabilities of all agencies utilizing the satellite bandwidth therefore requiring defined technical standards and centralized technical management and/or control.

**Funding.** The TxDPS has secured funding for this initiative through November 30, 2011. TxDPS intends to continue funding this initiative on a permanent basis dependent upon the availability of funds. TxDPS intends to seek grant funding to sustain this initiative beyond November 30, 2011, and then seek State-appropriated funding as part of the TxDPS budget during the next legislative session in 2013.

**Acceptable Uses.** This initiative provides satellite access for command and control communications for All-Hazards events or incidents. All approved, participating agencies are free to use this service, at no cost, to support their own needs on a space-available basis during All-Hazards events or incidents. A bandwidth-scheduling process will be defined to schedule and guarantee access to support non-emergency missions. Some capacity will always be reserved for no-notice, emergency needs of all participating agencies.

**Standard Services Provided.** A set of standard services is provided to communications platforms via this initiative. The uniformity of available services facilitates technical standards and efficient network management. Standard services include:

- a. Internet access. Expect some sites may be blocked during emergencies (YouTube, Ebay, Netflix, etc)
- b. VoIP Phone service. Six VoIP phone numbers per platform will be provided under the contract.
- c. QoS. Quality of Service to prioritize and guarantee bandwidth for selected services.
- d. VPN. Virtual Private Network connectivity across the internet back to the agencies home network.
- e. VTC/Video streaming. Video will be supported but will require scheduling with the TXMF/CCG Network Operations Center (NOC)

**Technical Controls.** The State Satellite bandwidth will be managed with centralized technical control at the Texas Military Forces/Communications Coordination Group Network Operations Center (NOC) at Camp Mabry, Austin, TX. This is an interagency combined effort resourced by TxDPS and TXMF. The NOC will monitor bandwidth utilization, enforce technical standards, router configurations, and Quality of Service (QoS) standards. Bandwidth for specific services provided to each terminal may be limited or allocated by priority during emergencies or times of congestion. The full scope of work hours for the NOC is limited due to funding constraints. TXMF and TxDPS will provide a 24/7 contact number to participating agencies should assistance be required during an emergency after normal working hours. During State emergencies, the NOC will be manned on a full-time basis.

**Participation.** Agencies may apply to participate in the State Satellite Initiative by contacting the Communications Coordination Group (CCG). The CCG will vet applicants and approve those that meet the technical standards and best support the needs of State of Texas emergency communications requirements. A limited pool of agencies will be approved in order to keep this to a manageable number.

**Expected Availability.** The State Satellite bandwidth is available 24x7 for State and local emergency operations, exercises and training of participating agencies. Bandwidth emergency use is prioritized by 1) State, 2) Regional, and 3) Local. During State emergencies that require activation of the State Operations Center (SOC), the State satellite bandwidth will be managed and controlled exclusively by the NOC. State emergency use of the satellite bandwidth is first priority and non-responding agencies access to the bandwidth may be limited or curtailed at the direction of the NOC or designated coordinate. TMF/CCG may without notice reduce the provided bandwidth to any participating agency; however the NOC will coordinate with the operator to ensure that any regional or local emergency deployment in progress is not drastically effected.

**Equipment.** Standard equipment for access to the current State Satellite bandwidth:

- 1.2 Meter reflector – auto-deploy antenna system
- PLL/LNB – Norsat 1207HA or 1507HA
- 6 Watt BUC – NJT5127FL or equivalent
- iDirect Modem (5150, 5350, 7350 or 8350)
- Cisco Router (2811 ISR, 2821 ISR, 3825 ISR or 3845 ISR)
- Cisco Switch (3560v2, 3560Gv2, 3750v2, or 3750Gv2)
- 7900 Series or Cisco Call Manager compatible VoIP phone
- Wireless Access Point (WAP) with encryption (WEP) enabled– Any Standards based WAP
  - NOTE: The NOC must approve WAP open use in emergency deployments
- Facsimile machine – Any Standards based facsimile machine with satellite compatibility is allowed

Each participating agency must sustain the equipment in the configuration specified by the NOC. All participating agencies must agree to test and allow updates to be performed on a monthly basis. This may include physical, software, and firmware configurations. Any unit changes in configuration should be coordinated with the NOC. From time to time, new router configuration requirements and new satellite option files may be distributed; these should be implemented or installed and tested as soon as possible. From time to time, the NOC may need to remotely access the equipment router while the system is on the network in order to make adjustments.

**\*\* AGENCIES THAT HAVE EQUIPMENT CONFIGURED FOR CONNECTION BACK TO THE AGENCY'S HOME NETWORK, MUST HAVE NETWORK PERSONNEL COORDINATE TECHNICAL REQUIREMENTS WITH THE CCG/NOC.**

**Training/Exercises.** The skills of the team leader for each satellite platform are an essential ingredient to effective bandwidth utilization for all platforms. The bandwidth consuming activities of all users connected to that platform impact all platforms in the network. Participating agencies can expect to be asked to participate in an annual training or validation exercise/process to confirm configurations and acceptable use policies to assure effective bandwidth utilization.

**Reporting.** Participating agencies must keep the CCG up-to-date with contact information for the Point of Contact(s) for each platform/team. Each team should advise the CCG any time the equipment or team becomes less than fully mission capable for any reason, or if the equipment will be taken out-of-state for any reason; A standard report template will be provided. The CCG will ensure this information is passed on to the NOC.

**Awareness.** Participating agencies should give special attention to all available news sources concerning tropical disturbances or any other significant incidents that may require deployment for a State level emergency response. The agency should take appropriate action with the communications platform (readiness check) and operators when a heightened state of required readiness seems imminent. It is recommended that all platform PC's/laptop's and other devices that require updates be updated on a terrestrial link prior to deployment.

**Deployment.** In the event of possible deployment of the communications platform, the CCG will alert the team POCs to check status. An ICS-213RR from the SOC will provide formal alert and/or deployment of the platform. Normally, all teams will be placed under the Operational Control of the CCG which will provide all mission instructions until arrival at the incident. At that time the platform will report directly to the Communications Unit Leader (COML) ultimately under the command of the District Disaster Chair (DDC). The COML of the incident will update the CCG on a daily basis on the status of all deployed platforms. While at the incident, the CCG provides technical support as needed to the platform. The incident is responsible for all logistical support (food, fuel, lodging, basic supplies, etc.); and for all operational orders such as mission tasking and tactical developments. Once the platform has been released from the incident, the CCG can assist with ensuring that equipment returns to home agency or transitions to another incident successfully. A cell phone with GPS-tracking capability may be provided to each platform by the CCG.

The CCG is working directly with TDEM to identify a set funding plan for communications platforms based on typing of such platforms. Reimbursement of personnel and platforms will be made to the agency and not directly to the individual being deployed.

**Participation MOU.** DPS will execute a Memorandum of Understanding with participating agencies, by-exception, if it is required.

**Points of Contact:**

Texas Department of Public Safety  
Public Safety Communications Bureau, CCG  
PO Box 4087 MSC 0259  
Austin, TX 78773-0259

Communications Coordination Group (CCG)  
512-424-2755  
ccg@dps.texas.gov

Network Operations Center:  
512-782-1035  
[j6currentops@tx.ngb.army.mil](mailto:j6currentops@tx.ngb.army.mil)

Your continued support and assistance in implementation of this policy will benefit each agency in its efforts to provide the best possible emergency response capabilities to the citizens of Texas. Please direct any questions regarding this State Satellite Initiative to the above-referenced points of contact.

Sincerely,

Todd M. Early  
Deputy Assistant Director - LESD  
Public Safety Communications Bureau

**ACKNOWLEDGEMENT AND ACCEPTANCE:**

I, \_\_\_\_\_, representing \_\_\_\_\_, acknowledge and  
Name Agency/Jurisdiction  
accept the requirements and expectations in this policy memo concerning the State Satellite Initiative that is  
currently being used / requested to be used by the \_\_\_\_\_ communications platform in my  
select one  
agency. I am able to comply with this policy and make a reasonable effort to support State missions when  
requested if not otherwise needed within my jurisdiction at that time.

\_\_\_\_\_  
Signature/Date

**Commissioners Court - Regular Session****41.****Meeting Date:** 08/02/2011

Discuss and take action on correcting the Terms for two of the ESD 5 Board Members.

**Submitted For:** Valerie Covey**Submitted By:**Terri Countess,  
Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take action on clarifying the terms for two of the ESD 5 Board Members Barry Smith and Marvin Gilley.

**Background**

ESD 5 Board Member Barry Smith was appointed Oct 19, 2010 to replace Ashley Reeves. The correct term was Jan 2010 - Jan 2012 and not Jan 2009 - Jan 2011 according to the Jan 19, 2010 Agenda that reappointed Ashley Reeves. ESD 5 Board Member Marvin Gilley was appointed June 8, 2010 to replace Stefan Gerlica. The correct term was Jan 2010 - Jan 2012 and not Jan 2009 - Jan 2011 according to the Jan 19, 2010 Agenda that reappointed Stefan Gerlica.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:26 PM
Form Started By: Terri Countess		Started On: 07/25/2011 04:08 PM
	Final Approval Date: 07/26/2011	

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/02/2011

Discuss and take action on the appointment of Pat Sharp to the ESD 5 Board.

**Submitted For:** Valerie Covey**Submitted By:**Terri Countess,  
Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take action on the appointment of Pat Sharp to the ESD 5 Board.

**Background**

Discuss and take action on the appointment of Pat Sharp to the ESD 5 Board. He replaces Andrew Bilger whose term was November 2008 - November 2010. Pat Sharp would serve until December 31, 2011. His new term would begin January 1, 2012 to January 2014.

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**Attachments**PatSharpBio**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:26 PM
Form Started By: Terri Countess		Started On: 07/25/2011 04:34 PM
	Final Approval Date: 07/26/2011	

Patrick J. Sharp Jr, 49, is currently the Dean of Education for ITT Technical Institute, Waco campus. He has over 15 years of experience in post-secondary education as an Instructor and manager and 11 years in military technical and organizational management.

Since 1996, he has worked for ITT Technical Institute at varied locations holding a variety of positions with the most recent from 2006-2010 at the Austin campus where he was the Department Chair for the School of Computer and Electrical Engineering Technology. He was also the Faculty Advisor for the student chapter of the National Technical Honor Society (NTHS).

He earned a Master of Education from Missouri University at Columbia in 2010 and a Bachelor of Science in Industrial Technology from Southern Illinois University at Carbondale in 1996.

He and his wife Angela enjoy spending time doing work on the acre of land they own in Meadow Valley Loop. In addition to their three children, Patrick III, Kathryn, and Laura, they share their home with two Akita dogs, two cats, 18 guppies, and one coy fish.



**Commissioners Court - Regular Session**

**43.**

**Meeting Date:** 08/02/2011

Reappoint James Daniels and Al Mowdy to ESD 7 Board

**Submitted For:** Valerie Covey

**Submitted By:**

Terri Countess,  
Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Reappoint James Daniels and Al Mowdy to ESD 7 Board.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 01:47 PM
Form Started By: Terri Countess		Started On: 07/28/2011 11:32 AM
	Final Approval Date: 07/28/2011	

**Commissioners Court - Regular Session****44.****Meeting Date:** 08/02/2011

Clarify the Florence ESD 7 Appointments

**Submitted For:** Valerie Covey**Submitted By:**Terri Countess,  
Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Clarify the terms of the Florence ESD 7 Board

**Background**

John Fenoglio whose term is January 2010 to January 2012

Gary B. Davis whose term is January 2010 to January 2012

Tina Geiselbrecht whose term is January 2010 to January 2012

James Daniels whose term is January 2011 to January 2013

Al Mowdy whose term is January 2011 to January 2013

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 01:47 PM
Form Started By: Terri Countess		Started On: 07/28/2011 11:25 AM
	Final Approval Date: 07/28/2011	

**Commissioners Court - Regular Session**

**45.**

**Meeting Date:** 08/02/2011

Economic Development - Office Depot

**Submitted For:** Mary Clark

**Submitted By:**

Mary Clark, Commissioner  
Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider authorizing County Judge to execute an economic development agreement pursuant to Chapter 381 of the Texas Local Government Code with Office Depot, Inc.

**Background**

see attached

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**Attachments**

Project Jill

**Form Review**

**Inbox**  
County Judge Exec Asst.

**Reviewed By**  
Wendy Coco

**Date**  
07/28/2011 10:02 AM  
Started On: 07/25/2011

Form Started By: Mary Clark

Final Approval Date: 07/28/2011

## **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This Economic Development Program Agreement ("Agreement") is entered into this 2nd day of August, 2011, by and between **Williamson County, Texas**, ("County"), and **Office Depot, Inc.** ("**Office Depot**").

**WHEREAS**, the County desires to enter into this Agreement with Office Depot in recognition of the positive economic benefits to the County through Office Depot's locating its business (the "Facility"), to Williamson County; and

**WHEREAS**, Office Depot will hire for the Facility 40 employees initially with 162 additional employees over the next four years; and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby Office Depot will expend significant sums to construct and install improvements to the Facility and occupy and operate the Facility in conformance with the County and City regulations, as applicable; and

**WHEREAS**, the County agrees to provide performance based economic development grants to Office Depot to defray a portion of the Facility's costs;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Office Depot agree as follows:

1. **Authority.** The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code, which constitutes a valid and binding obligation of the County in the event Office Depot proceeds with the occupation of the Facility. The County acknowledges that Office Depot is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to improve and occupy the Facility.
2. **Definitions.**
  - 2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the County to Office Depot under the Program.
  - 2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the County and Office Depot.
  - 2.3 **"Facility"** means location to be determined within Williamson County.
  - 2.4 **"Full Time Employee"** shall be calculated at a minimum of 25 hours/week. All hours are paid time per week. In tabulating hours, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

The calculation for the year ending 12/31/2011 is the total number of hours worked from 10/01/2011 through 12/31/2011, divided by 13 weeks, divided by 25 hours/week equals the total number of full time employees.

For all subsequent years, the calculation is the total number of hours worked for the 12 months ending 12/31/20xx, divided by 52 weeks in a year, divided by 25 hours/week equals the total number of full time employees.

- 2.5 **“Improvements”** means the finish out of and additions to the Facility, and personal property and equipment with a minimum cost of \$6,900,000.
- 2.6 **“Program”** means the economic development program established by the County pursuant to Chapter 381 of the Texas Local Government Code and under the County Resolution to promote local economic development and stimulate business and commercial activity within the County.
- 2.7 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by the County from Office Depot in the event of a Office Depot default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2016.
4. **Rights and Obligations of Office Depot.**
- 4.1 Occupation of Facility. Office Depot will occupy the Facility on or before December 31, 2012.
- 4.2 Improvements. Office Depot agrees to construct and/or install the Improvements. Office Depot agrees to provide County with documentation showing that this obligation has been satisfied. County shall have the right to audit Office Depot’s records to verify that this obligation has been satisfied.
- 4.3 Jobs.
- 4.3.1 Initial Jobs. Office Depot agrees to hire for the Facility at least 40 full-time employees and/or contract workers no later than December 31, 2011.
- 4.3.2 Additional Jobs. Office Depot agrees that it will have the number of full-time employees and/or contract workers on the dates set forth below:

<u>Date</u>	<u>Number of full-time employees</u>
January 1, 2013	<u>161</u>
January 1, 2014	<u>203</u>
January 1, 2015	<u>203</u>
January 1, 2016	<u>203</u>

Office Depot agrees to provide to the County annual employee reports within sixty (60) days following the end of each calendar year during the term of this Agreement. County shall have the right to audit Office Depot's records to verify that this obligation has been satisfied.

4.4 Continuous operation. Office Depot agrees that it will continuously operate the Facility during the term of this Agreement, including any extensions.

## 5. **Rights and Obligations of the County.**

In consideration of Office Depot's compliance with this Agreement, the County agrees as follows:

### 5.1 Economic Incentive Payments ("EIP's").

5.1.1 Initial Payment. County shall, subject to Office Depot's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, make an initial EIP to Office Depot in the amount of fifteen thousand (\$15,000) dollars. This initial EIP shall be made within sixty (60) days after Office Depot has paid its initial ad valorem tax payment.

5.1.2 Subsequent Annual Payments. Thereafter, subject to Office Depot's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, and subject to Office Depot not being in default of this Agreement, County shall pay a total of \$75,000.00 in five annual EIP's on or before April 1 of each year as set forth below:

<u>Date of Payments</u>	<u>Amount of Payments</u>
April 1, 2013	\$15,000
April 1, 2014	\$15,000
April 1, 2015	\$15,000
April 1, 2016	\$15,000
TOTAL	\$75,000.00

5.1.3 EIP's Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Office Depot. All EIP's by the County under this Agreement are subject to the County's appropriation of funds for such payments in the budget year for which they are made. The EIP's to be made to Office Depot, if paid, shall be made solely from annual appropriations from the general funds of the County or from such other funds of the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of

the County under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the County does not appropriate funds in any fiscal year for EIP's due under this Agreement, such failure shall not be considered a default under Section 7.3, and the County shall not be liable to Office Depot for such EIP's, however, the County shall extend this Agreement for another year(s). To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

**6. EIP Recapture.** In the event that Office Depot is in default of this Agreement, the County may recapture and collect from Office Depot the Recapture Liability after providing Office Depot written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Office Depot does not so cure, Office Depot shall pay to the County the Recapture Liability within thirty (30) days after the County makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Office Depot may be entitled. The County shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

**7. Miscellaneous.**

7.1 Mutual Assistance. The County and Office Depot will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.

7.2 Representations and Warranties. The County represents and warrants to Office Depot that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Office Depot represents and warrants to the County that it has the requisite authority to enter into this Agreement.

7.3 Default. If either the County or Office Depot should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the County remains in default after notice and opportunity to cure, Office Depot shall have the right to pursue any remedy at law or in equity for the County's breach. If Office Depot remains in default after notice and opportunity to cure, County shall have the right to pursue any remedy at law or in equity for Office Depot's breach, in addition to the right of EIP recapture set forth above.

7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the County and Office Depot to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 7.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the County and Office Depot.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7 Assignment. Office Depot may not assign all or part of its rights and obligations to a third party without the express written consent of the County provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.
- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9 Termination. In the event Office Depot elects not to lease the Facility as contemplated by this Agreement, Office Depot shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County: Judge Dan A. Gattis  
710 Main Street  
Georgetown, Texas

If to Office Depot:  
VP – Tax  
6600 North Military Trail  
Boca Raton, FL 33496

Copy to:

General Counsel – Real Estate  
6600 North Military Trail  
Boca Raton, FL 33496

Either party may designate a different address at any time upon written notice to the other party.

- 7.11 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in



the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the \_\_\_\_th day of \_\_\_\_, 2011 (the "Effective Date").

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, Judge

**OFFICE DEPOT, INC.**

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

Its: Sr. Vice President, Business Solutions \_\_\_\_\_

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

**Commissioners Court - Regular Session**

**46.**

**Meeting Date:** 08/02/2011

Food and Drink Concessions for Regional Park

**Submitted For:** Randy Bell

**Submitted By:**

Patrick Strittmatter,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider authorizing advertising and setting date of August 31, 2011 at 11:00am in the Purchasing Department to receive proposals for Food and Drink Concessions for Williamson County Regional Park, Proposal # 11WCP1010.

**Background**

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**Attachments**

Park Concessions RFP

**Form Review**

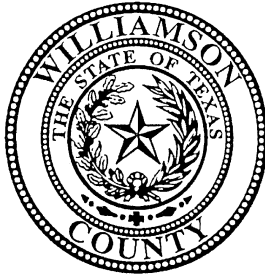
**Inbox**  
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/27/2011

**Date**  
07/27/2011 11:22 AM  
Started On: 07/27/2011 10:55 AM



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

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

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## REQUEST FOR PROPOSAL

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### FOOD AND DRINK CONCESSIONS FOR WILLIAMSON COUNTY REGIONAL PARK

PROPOSAL NUMBER: 11WCP1010

PROPOSALS MUST BE RECEIVED ON OR BEFORE: AUGUST 31, 2011 – 11:00 AM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: AUGUST 31, 2011 – 11:00 AM

#### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department on or before 11:00 am on Wednesday, August 31, 2011. Proposals will be publicly acknowledged at 11:00 am or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop, Suite 106, Georgetown, Texas.

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

**LOCATION DIRECTIONS:** Please see page 11 of this document for a map and directions to the Williamson County Inner Loop Annex.

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

#### PROPOSAL REQUIREMENTS

**SUBMITTAL:** All proposals must be submitted in duplicate (1 original complete proposal set and 1 copy of the proposal set). 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 must have the same attachments as the original.**

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

**REFERENCES:** Williamson County requests proposer supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

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

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

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

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

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

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

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the proposal opening date. Results 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.

**CONTRACT:** 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, Randy Bell, Acting Director of Parks and Recreation, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful proposer.

**CONTRACT PERIOD(S):** The Initial Contract Period is Date of Award through September 30, 2012.  
Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the initial contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners 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 or phone, and are **due by 5 PM CST on August 29, 2011**. Every effort will be made to answer questions within 24 hours of receiving them.

### **PURCHASING CONTACT:**

Jonathan Harris  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1692  
[joharris@wilco.org](mailto:joharris@wilco.org)

### **TECHNICAL CONTACT:**

Randy Bell  
Acting Director, Parks and Recreation  
(512) 260-6517  
[randybell@wilco.org](mailto:randybell@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 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.

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

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

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

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

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

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

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

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

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

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

As of January 1, 2006 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 9 of this RFP. This form must be completed, signed, and submitted with your Proposal.***

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

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

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given 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 Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer 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.

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

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

## **WORKER'S COMPENSATION**

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

# GENERAL CONDITIONS

## FOOD AND DRINK CONCESSIONS FOR WILLIAMSON COUNTY REGIONAL PARK

### 1. PURPOSE AND CLASSIFICATION

#### a) Purpose

Williamson County, herein after referred to as the County, seeks proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

#### b) Classification

The concession services will be performed at Williamson County's Regional Park located at 3005 CR 175, Leander, TX 78641 and Williamson County's Regional Trail. The park is approximately 800 acres, and contains 11 soccer fields, 8 tennis courts, 6 basketball courts, 2 softball fields, a gravel trail loop, over 1080 parking spaces, 5 restroom, an 8500 square foot water splash pad, and 4 all masonry concession facilities. Other Park & Trail areas may be included in this concessions contract.

### 2. SCOPE OF WORK

It is the intent of this contract to provide optimum food and beverage concessions to the public. This includes maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet the contract requirements. The contractor shall provide concession services as described herein and shall provide all labor, material, and equipment. The Vendor shall provide clean, attractive, and safe areas for the locations described herein.

The vendor shall furnish and maintain all equipment necessary for the proper concession service of each location. The Vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Vendor's expense. The Vendor shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

**This proposal does not include the limited food and beverage concessions sold at the Tennis Pro shop or the Railroad Depot site.**

The county reserves the right to allow three (3) events per year that will allow concessions to be sold by the County or its assigns. Examples include but are not limited to Brown Santa or Homecoming activities for field users.

### 3. TERM OF CONTRACTUAL AGREEMENT

The Term of Contractual Agreement is the Date of Award through September 30, 2012, with an opportunity to renew for two (2), consecutive one (1) year periods.



#### 4. ITEMS and PRICING

Items of sale will include but necessarily be limited to the following:

- Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc.
- Beverage service, however, (excluding wine or beer or glass containers).
- Ancillary items may be specific to the operation such as sun tan lotion, swim diapers, hats, etc. at the Quarry Splash Pad
- Customers have specifically requested healthy snack items conducive to small children
- All concession prices should be presented to Parks Director for approval annually and at time of contract renewal.
- There is a possibility that private parties in the park may request catering services. These catered events in the park will be under contract provisions and subject to contract stipulations and percentage to County.
- Outdoor vending machines must be approved separately depending on suitability (type of products/price of products/cost to operate machines), and profit margin to County considering cost of electricity etc.

#### 5. HOURS OF OPERATION

It is the intent of this concession contract to serve the public in the best possible manner, which is with maximum operating hours under conditions. This will be primarily weekends, special events, minor events and general park conditions. Some activities may require only one stand be open, and then only during specific times. Specific operating hours will be imposed for operational consistency such as opening at the Quarry Splash Pad daily at 10 am, or between 6:30 and 7:00 am for Soccer tournaments that start at 8:00 am.

#### 6. ACCOUNTING

The County will require Generally Accepted Accounting Procedures and monthly reports as stipulated by the auditing department. These reports will be dictated by the County Auditing Department and may change depending on their needs.

All reports shall include:

- a. Name, address, and telephone number of concessionaire.
- b. County contract and proposal number.
- c. Identification of items purchased at concession stand.
- d. Quantity or quantities, total prices, and total amount.
- e. Check are payable to: Williamson County and are due no later than the 15<sup>th</sup> of each month.
- f. Check will be mailed to:  
Williamson County Parks & Recreation Department  
350 Discovery Blvd. Suite 207  
Cedar Park, Texas 787613

7. MAINTENANCE

- a) County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc by the Vendor will be documented and charged back to the Vendor.
- b) County will pay for normal electric and water utilities
- c) Vendor is responsible for maintenance of any and all equipment directly related to the operation.
- d) Housekeeping – Vendor shall clean the serving and window area, along with any picnic and surrounding areas directly related to their operation.

8. GENERAL

- a) Vendor must meet all health department requirements.
- b) Vendor must provide a minimum of \$500,000 Liability Insurance as required by the County.
- c) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during business hours.
- d) Staff should be dressed appropriately, preferably with identification to note the organization they represent.
- e) Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f) The Parks and Recreation Department will inspect concessions regularly and will provide written results to the Vendor for information and any corrective action. Concession inspections will include but are not limited to general cleanliness, customer service, hours of operation, product appropriateness and freshness, organization, etc.
- g) The Vendor shall provide and maintain a menu sign that is posted in a conspicuous place. The menu sign shall list the prices of all items offered for sale, the hours of operation, and the telephone number for the Parks and Recreation Department for comments. The design and location of the sign shall be subject to the approval by the Director of the Parks and Recreation Department or his designee.

9. TERMINATION

The contract will provide for a 60-day termination clause. Nonpayment of monthly fees to County is reason for suspension of serving rights.

10. PROPOSAL EVALUATION

The Proposals received will be evaluated on all of the criteria listed below. The Vendor selected will have, in the opinion of the County, the best overall combination of the criteria. On a separate paper(s) entitled **Proposal Evaluation**, please provide detailed information on the criteria. Include any additional pertinent information.

Percentage to County; % of gross after taxes (20% minimum preferred).

Years of Experience in the concession business, parks preferred. List all years with dates and locations.

Three (3) references from reputable entities, parks preferred. List entity names, contacts, and phone numbers.

List type of concession equipment available for use in your operation. List all equipment that is intended to be used at the park.



## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**

**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY PROPOSAL FORM**  
**FOOD AND DRINK CONCESSIONS**  
**FOR WILLIAMSON COUNTY REGIONAL PARK**

**PROPOSAL NUMBER: 11WCP1010**

NAME OF PROPOSER: \_\_\_\_\_

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

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

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

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

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop  
Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

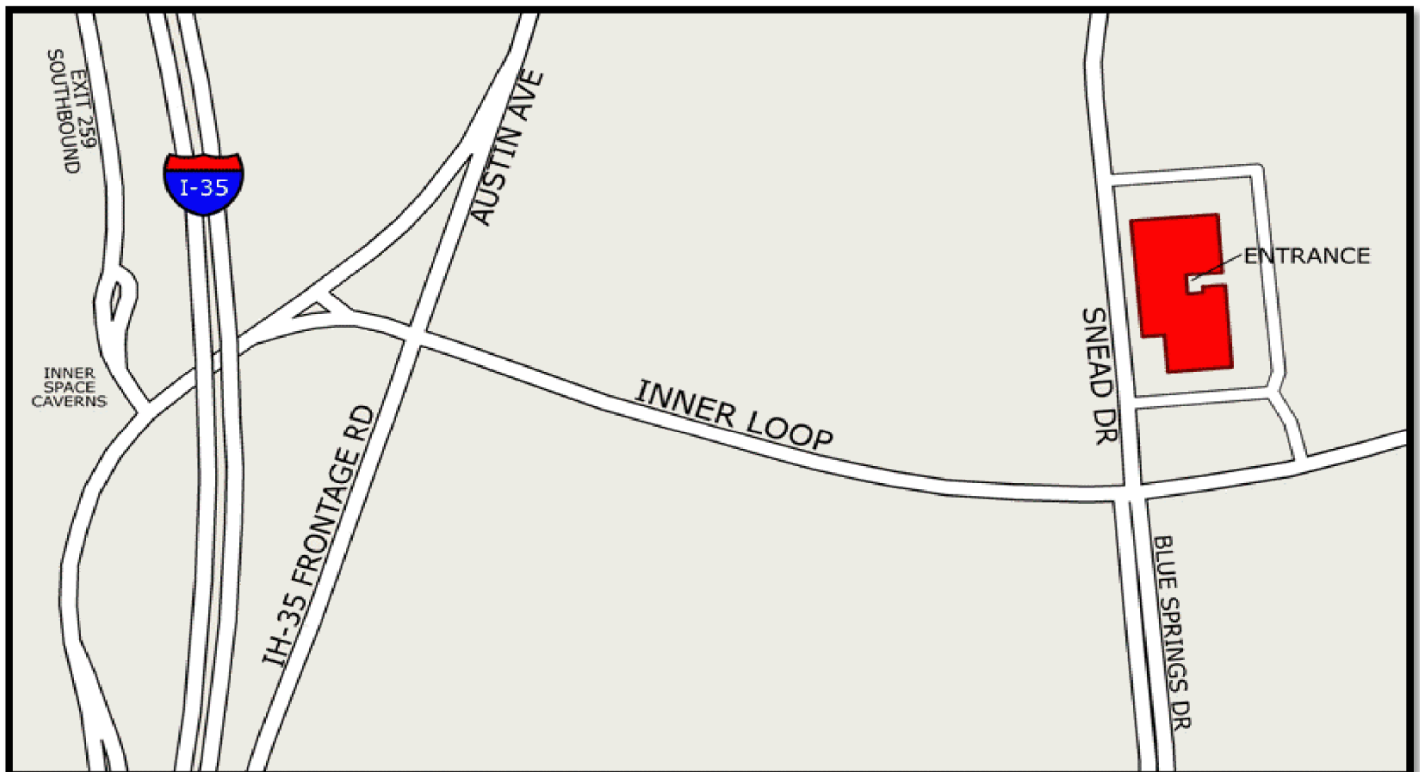
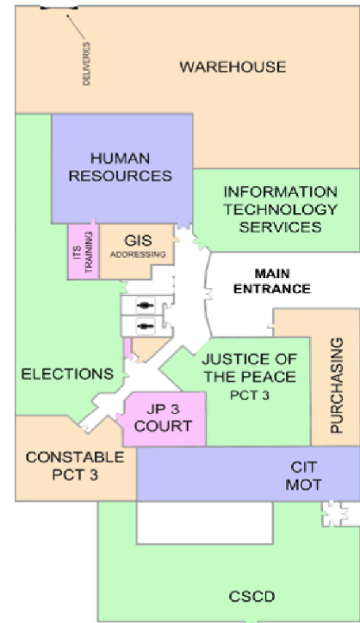
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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

**INNER LOOP ANNEX FLOOR PLAN**



**Commissioners Court - Regular Session**

**47.**

**Meeting Date:** 08/02/2011

SH 29 Two-Way Left Turn Lane

**Submitted For:** HNTB

**Submitted By:**

Patrick Strittmatter,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider authorizing advertising and setting date of August 31, 2011 at 3:30pm in the Purchasing Department to receive bids for SH 29 Two-Way Left Turn Lane, bid# 11WC915.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/27/2011 02:25 PM
Form Started By: Patrick Strittmatter		Started On: 07/27/2011 11:43 AM
	Final Approval Date: 07/27/2011	

**Commissioners Court - Regular Session****48.****Meeting Date:** 08/02/2011

Extra and Voluntary Duty Pay BA 08-02-2011

**Submitted For:** David Dukes**Submitted By:**Lisa Moore, County  
Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**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 July 2011 Extra Duty and Voluntary Duty:

**Background**

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$12,549.36	01
	0100.0000.341240	Ex Duty Revenue, SO	\$39,790.01	02
	0100.0000.341221	Revenue, Const 1	\$4,740.11	03
	0100.0000.341222	Revenue, Const 2	\$6,908.34	04
	0100.0000.341224	Revenue, Const 4	\$45,800.67	05
	0100.0000.341214	Vehicle Usage Rev, Const 4	\$20,000.00	06
	0100.0000.341226	Revenue, Juv	\$701.25	07

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/27/2011 02:25 PM
Form Started By: Lisa Moore		Started On: 07/27/2011 01:05 PM
	Final Approval Date: 07/27/2011	



**Commissioners Court - Regular Session****49.****Meeting Date:** 08/02/2011

Extra and Voluntary Duty Pay BA 08-02-2011

**Submitted For:** David Dukes**Submitted By:**

Lisa Moore, County Auditor

**Department:** County Auditor**Agenda Category:** Regular Agenda Items**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 July 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
	0100.0551.001117	Payroll, Const 1	\$1,620.00	01
	0100.0551.001118	Payroll, Const 1	\$2,350.00	02
	0100.0551.002010	FICA, Const 1	\$303.70	03
	0100.0551.002020	Retirement, Const 1	\$267.90	04
	0100.0551.002050	Worker's Comp, Const 1	\$198.50	05
	0100.0552.001117	Payroll, Const 2	\$3,905.00	06
	0100.0552.001118	Payroll, Const 2	\$2,022.86	07
	0100.0552.002010	FICA, Const 2	\$453.48	08
	0100.0552.002020	Retirement, Const 2	\$230.61	09
	0100.0552.002050	Worker's Comp, Const 2	\$296.39	10
	0100.0554.001117	Payroll, Const 4	\$40,657.50	11
	0100.0554.002010	FICA, Const 4	\$3,110.30	12
	0100.0554.002050	Worker's Comp, Const 4	\$2,032.88	13
	0100.0554.003301	Fuel, Const 4	\$20,000.00	14
	0100.0560.001117	Vol Duty, SO	\$8,655.50	15
	0100.0560.001118	Extra Duty, SO	\$32,075.78	16
	0100.0560.002010	FICA, SO	\$3,115.95	17
	0100.0560.002020	Retirement, SO	\$3,656.64	18
	0100.0560.002050	Worker's Comp, SO	\$2,036.57	19
	0100.0570.001117	Payroll, Jail	\$2,484.63	20
	0100.0570.002010	FICA, Jail	\$190.07	21
	0100.0570.002050	Worker's Comp, Jail	\$124.23	22
	0100.0576.001117	Payroll, Juv	\$622.50	23
	0100.0576.002010	FICA, Juv	\$47.62	24
	0100.0576.002050	Worker's Comp, Juv	\$31.13	25

## Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2011 02:25 PM
Form Started By: Lisa Moore		Started On: 07/27/2011 01:23 PM
	Final Approval Date: 07/27/2011	

**Commissioners Court - Regular Session****50.****Meeting Date:** 08/02/2011

Executive Session

**Submitted For:** Charlie Crossfield**Submitted By:**Charlie Crossfield,  
Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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 Chandler IIIA.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along CR 170.
- p) Discuss proposed acquisition of drainage easements along CR 138.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/28/2011 10:13 AM
Form Started By: Charlie Crossfield		Started On: 07/28/2011 10:01 AM
	Final Approval Date: 07/28/2011	

**Commissioners Court - Regular Session**

**51.**

**Meeting Date:** 08/02/2011

Economic Development - Round Rock

**Submitted For:** Mary Clark

**Submitted By:**

Mary Clark, Commissioner  
Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Executive Session

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**Agenda Item**

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076  
Deliberation regarding economic development project, to-wit Office Depot tax abatement.)

**Background**

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**Attachments**

Office Depot

Press Release Project Jill

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Clark

**Reviewed By**

Wendy Coco

Final Approval Date: 07/28/2011

**Date**

07/28/2011 08:21 AM

Started On: 07/25/2011

## **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This Economic Development Program Agreement ("Agreement") is entered into this 2nd day of August, 2011, by and between **Williamson County, Texas**, ("County"), and **Office Depot, Inc.** ("Office Depot").

**WHEREAS**, the County desires to enter into this Agreement with Office Depot in recognition of the positive economic benefits to the County through Office Depot's locating its business (the "Facility"), to Williamson County; and

**WHEREAS**, Office Depot will hire for the Facility 40 employees initially with 162 additional employees over the next four years; and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby Office Depot will expend significant sums to construct and install improvements to the Facility and occupy and operate the Facility in conformance with the County and City regulations, as applicable; and

**WHEREAS**, the County agrees to provide performance based economic development grants to Office Depot to defray a portion of the Facility's costs;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Office Depot agree as follows:

1. **Authority.** The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code, which constitutes a valid and binding obligation of the County in the event Office Depot proceeds with the occupation of the Facility. The County acknowledges that Office Depot is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to improve and occupy the Facility.

### **2. Definitions.**

- 2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the County to Office Depot under the Program.
- 2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the County and Office Depot.
- 2.3 **"Facility"** means location to be determined within Williamson County.
- 2.4 **"Improvements"** means the finish out of and additions to the Facility, and personal property and equipment with a minimum cost of \$6,900,000.
- 2.5 **"Program"** means the economic development program established by the County pursuant to Chapter 381 of the Texas Local Government Code and under the

County Resolution to promote local economic development and stimulate business and commercial activity within the County.

2.6 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by the County from Office Depot in the event of a Office Depot default.

3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2016.

4. **Rights and Obligations of Office Depot.**

4.1 Occupation of Facility. Office Depot will occupy the Facility on or before December 31, 2012.

4.2 Improvements. Office Depot agrees to construct and/or install the Improvements. Office Depot agrees to provide County with documentation showing that this obligation has been satisfied. County shall have the right to audit Office Depot’s records to verify that this obligation has been satisfied.

4.3 Jobs.

4.3.1 Initial Jobs. Office Depot agrees to hire for the Facility at least 40 full-time employees and/or contract workers no later than December 31, 2011.

4.3.2 Additional Jobs. Office Depot agrees that it will have the number of full-time employees and/or contract workers on the dates set forth below:

<u>Date</u>	<u>Number of full-time employees</u>
January 1, 2013	<u>161</u>
January 1, 2014	<u>203</u>
January 1, 2015	<u>203</u>
January 1, 2016	<u>203</u>

Office Depot agrees to provide to the County annual employee reports within sixty (60) days following the end of each calendar year during the term of this Agreement. County shall have the right to audit Office Depot’s records to verify that this obligation has been satisfied.

4.4 Continuous operation. Office Depot agrees that it will continuously operate the Facility during the term of this Agreement, including any extensions.

5. **Rights and Obligations of the County.**

In consideration of Office Depot’s compliance with this Agreement, the County agrees as follows:

5.1 Economic Incentive Payments (“EIP’s”).

5.1.1 Initial Payment. County shall, subject to Office Depot’s satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, make an initial EIP to Office Depot in the amount of fifteen thousand (\$15,000) dollars. This initial EIP shall be made within sixty (60) days after Office Depot has paid its initial ad valorem tax payment.

5.1.2 Subsequent Annual Payments. Thereafter, subject to Office Depot’s satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, and subject to Office Depot not being in default of this Agreement, County shall pay a total of \$75,000.00 in five annual EIP’s on or before April 1 of each year as set forth below:

<u>Date of Payments</u>	<u>Amount of Payments</u>
April 1, 2013	\$15,000
April 1, 2014	\$15,000
April 1, 2015	\$15,000
April 1, 2016	<u>\$15,000</u>
TOTAL	\$75,000.00

5.1.3 EIP’s Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Office Depot. All EIP’s by the County under this Agreement are subject to the County’s appropriation of funds for such payments in the budget year for which they are made. The EIP’s to be made to Office Depot, if paid, shall be made solely from annual appropriations from the general funds of the County or from such other funds of the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the County under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the County does not appropriate funds in any fiscal year for EIP’s due under this Agreement, such failure shall not be considered a default under Section 7.3, and the County shall not be liable to Office Depot for such EIP’s, however, the County shall extend this Agreement for another year(s). To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

**6. EIP Recapture.** In the event that Office Depot is in default of this Agreement, the County may recapture and collect from Office Depot the Recapture Liability after providing Office Depot written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Office Depot does not so cure, Office Depot shall pay to the County the Recapture Liability within thirty (30) days after the

County makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Office Depot may be entitled. The County shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

## **7. Miscellaneous.**

- 7.1 Mutual Assistance. The County and Office Depot will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2 Representations and Warranties. The County represents and warrants to Office Depot that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Office Depot represents and warrants to the County that it has the requisite authority to enter into this Agreement.
- 7.3 Default. If either the County or Office Depot should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the County remains in default after notice and opportunity to cure, Office Depot shall have the right to pursue any remedy at law or in equity for the County's breach. If Office Depot remains in default after notice and opportunity to cure, County shall have the right to pursue any remedy at law or in equity for Office Depot's breach, in addition to the right of EIP recapture set forth above.
- 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the County and Office Depot to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 7.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the County and Office Depot.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7 Assignment. Office Depot may not assign all or part of its rights and obligations to a third party without the express written consent of the County provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.



- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9 Termination. In the event Office Depot elects not to lease the Facility as contemplated by this Agreement, Office Depot shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County: Judge Dan A. Gattis  
710 Main Street  
Georgetown, Texas

If to Office Depot:  
VP – Tax  
6600 North Military Trail  
Boca Raton, FL 33496

Copy to:

General Counsel – Real Estate  
6600 North Military Trail  
Boca Raton, FL 33496

Either party may designate a different address at any time upon written notice to the other party.

- 7.11 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this

Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the \_\_\_\_th day of \_\_\_\_, 2011 (the "Effective Date").

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, Mayor

**OFFICE DEPOT, INC.**

By: \_\_\_\_\_  
Its: Sr. Vice President, Business Solutions \_\_\_\_\_  
Date: \_\_\_\_\_



## News Release

For information contact:

Jennifer Gooding

Director of Media and Publications

O: 512.322.5637 C: 512.961.8197

[jgooding@austinchamber.com](mailto:jgooding@austinchamber.com)

[austinchamber.com](http://austinchamber.com)

### Office Depot Selects Austin for Sales Division

*August 2, 2011* — The Williamson County Commissioners Court approved a \$75,000 economic incentive for Office Depot (NYSE: ODP), a leading global provider of office supplies and services, after the Company announced plans to locate its new Inside Sales organization in the Austin, Texas region. The project will result in the creation of more than 200 jobs and marks another successful relocation announcement for Opportunity Austin.

“The decision by Office Depot is another example of the strong business climate that has been created here in the Austin region and in Texas as a whole,” said State Representative Larry Gonzales.

“Businesses will always migrate to areas that foster success, the Austin Chamber of Commerce, Williamson County, and the Governor’s office have all helped create what will be another success story.”

“Office Depot’s presence in Williamson County will provide excellent jobs with great benefits and career growth opportunities for Central Texas residents,” stated Williamson County Judge Dan A. Gattis.

Williamson County Commissioner Lisa Birkman added, “We are proud to have Office Depot’s new Inside Sales organization locate here and look forward to the company growing in our region.”

Governor Perry’s office announced a \$300,000 award from the Texas Enterprise Fund (TEF) for the sales division expansion into the Austin region. The Williamson County incentive agreement is part of a package developed in partnership with the State. The Texas Enterprise Fund was created to help ensure the growth of Texas businesses and create jobs throughout the state.

“Texas is the best state in the nation for business thanks to our low taxes, reasonable and predictable regulatory environment, skilled workforce and incentives such as the TEF, which continues to be an essential deal closing fund for Texas, helping to attract jobs and capital investment across the state,” said Governor Perry. “This investment in Office Depot will bring over 200 jobs and millions of dollars in capital investment to Austin, and strengthen Central Texas’ economy.”

“Office Depot, the City of Austin and the State of Texas have a partnership that goes back nearly two decades. We opened our first store in Austin in 1995 and are proud to call Texas the home for 156 of our retail stores,” said Neil Austrian, Chairman and CEO of Office Depot. “The Austin region is a thriving business community with a talented workforce and we are looking forward to a successful new venture with our Inside Sales organization, which will be dedicated to serving many of our small business customers.”

“This is an excellent example of regional cooperation between multiple entities working together for the economic growth and health of the overall region,” said Tim Crowley, Regional President for Frost Bank and Chair of Opportunity Austin. “The economic prosperity of the region is predicated on quality employers bringing a diversity of good jobs to Central Texas.”

Office Depot, Inc. is a global supplier of office products and services. The company was incorporated in 1986 with the opening of their first retail store in Fort Lauderdale, Florida. In fiscal year 2010, they sold \$11.6 billion of products and services to consumers and businesses of all sizes through our three business segments: North American Retail Division, North American Business Solutions Division and International Division. Sales are processed through multiple channels, consisting of office supply stores, a contract sales force, an outbound telephone account management sales force, internet sites, direct marketing catalogs and call centers, all supported by their network of supply chain facilities and delivery operations.

The Austin Chamber, through Opportunity Austin, worked with Office Depot during their search to find a location as part of its strategy to encourage diversification of the Austin metro economy.

### **About Opportunity Austin**

Opportunity Austin is a five-year economic development initiative housed at the Austin Chamber of Commerce. Opportunity Austin works with regional partners to foster sustainable growth through the creation of new jobs and increased payroll in the Central Texas region. For more information on economic opportunities in Central Texas, visit [austinchamber.com](http://austinchamber.com).