

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**AUGUST 30TH, 2011**  
**9:30A.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 – 16 )

5. Discuss and consider approving a line item transfer for Constable Precinct Two.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0552-004229	State Law Enforcement Training	\$400.00		
To	0100-0552-001113	FTO Pay	\$400.00		

6. Discuss and consider approving a line item transfer for the Mobile Outreach Team

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0341-004908	Flex Funding	\$5000.00		
To	0100-0341-001100	FT Salaries	\$5000.00		
From	0100-0341-004999	Miscellaneous	\$499.99		
From	0100-0341-004505	Software Maintenance	\$640.87		
To	0100-0341-004209	Cellular Phone	\$1140.86		

From	0100-0341-004505	Software Maintenance	\$300.00		
To	0100-0341-004541	Vehicle Repairs & Maintenance	\$300.00		

7. Discuss and consider approving a line item transfer for 911 Communications

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0581.004210	Internet/Email Services	2000.00		
To	0100.0581.003301	Uniforms	2000.00		
From	0100.0581.004621	Copier Rental	200.00		
To	0100.0581.003005	Office Furniture	200.00		

8. To discuss and consider approving a line item transfer for the District Clerk's Office

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0450-003001	Small Equip. & Tools	1,299.99	1	
To	0100-0450-003006	Office Equipment	1,299.99	2	

9. Consider authorizing transfer of Communication Vehicle through trade-in.
10. Discuss and take appropriate action regarding 2010/2011 Agreement with ESD #9, Round Rock.
11. Discuss and take action on accepting a donation of \$15,000 from St. David's Hospital to be used to offset current expenses for MOT.
12. Consider approving donation to Victim Assistance from Cartridges for Kids (cartridge fundraiser) in the amount of \$14.01.
13. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
14. Discuss and consider closing Pine Bluffs Trail from Buccaneer to Greybull, on Oct. 31st, 2011 from 6:00 p.m - 10:00 p.m. for Halloween block party and consider loaning cones and barricades.
15. Consider and take appropriate action on Determination Letter for O'Reilly Automotive Parts, Inc., to enroll a tract at 3809 Williams Drive, Georgetown (WCAD reference ID # R046893) in the Williamson County Regional Habitat Conservation Plan (RHCP). Authorize county judge or designee to sign Participation Agreement.
16. Consider approving an amendment to exhibit A for the lease agreement that was signed with State Representative Larry Gonzales for office space at 1801 E. Old Settlers Blvd., in Round Rock.

## REGULAR AGENDA

17. Recognize the 4th Combat Aviation Brigade and its member for the achievements they received during their most recent tour of duty in Afghanistan.
18. 9:45 a.m. Conduct Public Hearing on Petition Calling a Bond Election for Northwoods Road District No. 1.

19. Discuss and take appropriate action with respect to "Order Calling a Bond Election in Northwoods Road District; Making Provisions For Conducting the Election And Ordering Other Matters Incident And Related To Such Election."
20. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of Sam Bass Road, and take appropriate action. (Hobbs)
21. Discuss and take appropriate action on FY 2012 Texas Victim Information and Notification Everyday (VINE) Annual Maintenance Grant Contract.
22. Discuss and consider approving renewal of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.
23. 10:00 Hold Public Hearing on the 2011-2012 County Budget
24. Discuss and consider adoption of the 2011-2012 General Fund County Budget
25. Discuss and consider adoption of the 2011-2012 Road & Bridge Fund County Budget
26. Discuss and consider adoption of the 2011-2012 Debt Service Fund County Budget
27. 10:15 Hold Public Hearing on plan for funding the preservation and restoration of the District Clerk's Records Archives for 2011-2012
28. Discuss and take appropriate action on the plan for funding the preservation and restoration of the District Clerk's Records Archives for 2011-2012
29. Discuss and take appropriate action on road bond program.
30. Discuss and consider approving Kellogg Brown & Root Services, Inc. (KBR) Supplemental #4 to their Williams Drive Professional Service Agreement (PSA).
31. Consider extending the Farm Lease Agreement with Mr. Clifton Kotrla on Agricultural Lease Land Located East of Jonah, TX (Byers' Tract).
32. 10:30 Hold Public Hearing on plan for funding the preservation and restoration of the County Clerk's Records Archives for 2011-2012
33. Discuss and take appropriate action on the plan for the funding the preservation and restoration of the County Clerk's Records Archives for 2011-2012
34. Discuss and take appropriate action regarding the 2011 Maintenance and Operations tax rate
35. Discuss and take appropriate action regarding the 2011 Road and Bridge tax rate
36. Discuss and take appropriate action regarding the 2011 Interest and Sinking tax rate
37. Discuss and take appropriate action on the appointment of Election Judges and Alternate Judges and the appointment of officers for the Early Voting Ballot Board and Central Counting Station.
38. Discuss and take appropriate action on the revised charges for GIS analysis services by Technology Services.

39. Discuss and take appropriate action regarding budgeting and purchase of voting equipment in relation to House Bill 2194.
40. Discuss and take appropriate action regarding 2011/2012 Budget Order.
41. Review and consider approving letter agreement with Specialized Billing & Collection Systems of Texas on termination of further work/services.
42. Consider authorizing a change to the awarded per meal price of food service at the Jail that includes the removal of milk from the menu at a reduction in price of \$0.035 per meal.
43. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for increased softball fees received by the Parks Department:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.347003	Softball Fees	\$10,129.96	01	<input type="checkbox"/>

44. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for maintenance items and softball expenses associated with increased activity and subsequent increased collection of fees:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0510.003318	Janitorial Supplies	\$2,138.64	01	<input type="checkbox"/>
	0100.0510.004542	Ground Maintenance	\$264.00	02	<input type="checkbox"/>
	0100.0510.004510	Facility Main & Repair	\$3,300.00	03	<input type="checkbox"/>
	0100.0510.003301	Gasoline	\$197.96	04	<input type="checkbox"/>
	0100.0510.003305	Clothing	\$184.36	05	<input type="checkbox"/>
	0100.0510.004100	Professional Services	\$4,045.00	06	<input type="checkbox"/>

45. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for August 2011 Extra Duty and Voluntary Duty:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.341220	Vol Duty Revenue, SO	\$10,332.63	01	<input type="checkbox"/>
	0100.0000.341240	Ex Duty Revenue, SO	\$28,239.24	02	<input type="checkbox"/>
	0100.0000.341221	Revenue, Const 1	\$3,296.84	03	<input type="checkbox"/>
	0100.0000.341222	Revenue, Const 2	\$3,025.82	04	<input type="checkbox"/>
	0100.0000.341224	Revenue, Const 4	\$27,230.48	05	<input type="checkbox"/>

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0551.001117	Payroll, Const 1	\$1,440.00	01	<input type="checkbox"/>
	0100.0551.001118	Payroll, Const 1	\$1,350.00	02	<input type="checkbox"/>
	0100.0551.002010	FICA, Const 1	\$213.44	03	<input type="checkbox"/>
	0100.0551.002020	Retirement, Const 1	\$153.90	04	<input type="checkbox"/>
	0100.0551.002050	Worker's Comp, Const 1	\$139.50	05	<input type="checkbox"/>
	0100.0552.001117	Payroll, Const 2	\$1,300.00	06	<input type="checkbox"/>
	0100.0552.001118	Payroll, Const 2	\$1,258.66	07	<input type="checkbox"/>
	0100.0552.002010	FICA, Const 2	\$195.74	08	<input type="checkbox"/>
	0100.0552.002020	Retirement, Const 2	\$143.49	09	<input type="checkbox"/>
	0100.0552.002050	Worker's Comp, Const 2	\$127.93	10	<input type="checkbox"/>
	0100.0554.001117	Payroll, Const 4	\$24,172.64	11	<input type="checkbox"/>
	0100.0554.002010	FICA, Const 4	\$1,849.21	12	<input type="checkbox"/>
	0100.0554.002050	Worker's Comp, Const 4	\$1,208.63	13	<input type="checkbox"/>
	0100.0560.001117	Vol Duty, SO	\$7,574.38	14	<input type="checkbox"/>
	0100.0560.001118	Extra Duty, SO	\$22,764.40	15	<input type="checkbox"/>
	0100.0560.002010	FICA, SO	\$2,320.92	16	<input type="checkbox"/>
	0100.0560.002020	Retirement, SO	\$2,595.14	17	<input type="checkbox"/>
	0100.0560.002050	Worker's Comp, SO	\$1,516.94	18	<input type="checkbox"/>
	0100.0570.001117	Payroll, Jail	\$1,597.95	19	<input type="checkbox"/>
	0100.0570.002010	FICA, Jail	\$122.24	20	<input type="checkbox"/>
	0100.0570.002050	Worker's Comp, Jail	\$79.90	21	<input type="checkbox"/>

47. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367401	EMS Donations	2115.00		<input type="checkbox"/>

48. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0540.003670	Use of Donations	2115.00		<input type="checkbox"/>

49. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Management.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.370507	EMPG Grant Revenues	15141.01		<input type="checkbox"/>

50. Consider an order declaring an emergency and grave necessity due to unforeseen circumstances and approve a budget amendment for Emergency Management.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0541.003100	Office Supplies	1000.00		<input type="checkbox"/>
	0100.0541.003005	Office Furniture	3148.35		<input type="checkbox"/>
	0100.0541.003002	Vehicle Equipment	3792.66		<input type="checkbox"/>
	0100.0541.003010	Computer Equipment	5600.00		<input type="checkbox"/>
	0100.0541.003011	Computer Software	1200.00		<input type="checkbox"/>
	0100.0541.004510	Building Maintenance	400.00		<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)."***

51. 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 FM 1460.
    - p) Discuss proposed Drainage Easement on Sam Bass Road.
    - q) Discuss proposed acquisition of drainage easements along CR 138.
    - r) Discuss proposed acquisition of property for right-of-way along CR 170.

- 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 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.
- 55.** 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:** 08/30/2011

Line Item Transfer

**Submitted For:** Constable Coffman**Submitted By:**Grimes Kathy,  
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for Constable Precinct Two.

**Background**

This will fund the training of a new deputy as per the Budget Order.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0552-004229	State Law Enforcement Training	\$400.00	
To	0100-0552-001113	FTO Pay	\$400.00	

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Budget Office	Ashlie Blaylock	08/25/2011 09:53 AM
Form Started By: Grimes Kathy		Started On: 08/18/2011 04:19 PM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/30/2011

Line Item transfers Mobile Outreach Team

**Submitted For:** Annie Burwell**Submitted By:**Jeanne Williby,  
Outreach**Department:** Outreach**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for the Mobile Outreach Team

**Background**

Transfer of \$5,000 to cover overtime stipends for staff. Also, transfer of \$1,140.86 to cover the cost of new cell phones purchased for MOT staff. Finally, transfer of \$300.00 to cover fleet repair costs.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0341-004908	Flex Funding	\$5000.00		
To	0100-0341-001100	FT Salaries	\$5000.00		
From	0100-0341-004999	Miscellaneous	\$499.99		
From	0100-0341-004505	Software Maintenance	\$640.87		
To	0100-0341-004209	Cellular Phone	\$1140.86		
From	0100-0341-004505	Software Maintenance	\$300.00		
To	0100-0341-004541	Vehicle Repairs & Maintenance	\$300.00		

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/25/2011 09:43 AM
Budget Office	Ashlie Blaylock	08/25/2011 09:54 AM
Form Started By: Jeanne Williby		Started On: 08/25/2011 07:20 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/30/2011

Line Item Transfer

**Submitted For:** Patrick Cobb**Submitted By:** Melissa Pogue, Emergency  
Communications**Department:** Emergency Communications**Agenda Category:** Consent

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**Agenda Item**

Discuss and consider approving a line item transfer for 911 Communications

**Background**

Line Item Transfer 0581.004210 to 0581.003311 to complete uniform purchases for new employees.

Line Item Transfer 0581.004621 to 0581.003005 due to replacement of folding tables that belonged to another department.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0581.004210	Internet/Email Services	2000.00	
To	0100.0581.003301	Uniforms	2000.00	
From	0100.0581.004621	Copier Rental	200.00	
To	0100.0581.003005	Office Furniture	200.00	

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**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/25/2011 09:43 AM
Budget Office	Ashlie Blaylock	08/25/2011 09:55 AM
Form Started By: Melissa Pogue		Started On: 08/25/2011 09:07 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/30/2011

Line item Transfer

**Submitted By:** Teresa Maskunas, District Clerk**Department:** District Clerk**Agenda Category:** Consent

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**Agenda Item**

To discuss and consider approving a line item transfer for the District Clerk's Office

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0450-003001	Small Equip. & Tools	1,299.99	1
To	0100-0450-003006	Office Equipment	1,299.99	2

**Form Review****Inbox**  
County Judge Exec Asst.**Reviewed By**  
Wendy Coco**Date**  
08/25/2011 01:48 PM  
Started On: 08/25/2011 11:32 AM

Form Started By: Teresa Maskunas

Final Approval Date: 08/25/2011

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/30/2011

asset transfer

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Agenda Item**

Consider authorizing transfer of Communication Vehicle through trade-in.

**Background**

The asset was originally approved in Commissioner's Court on June 21, 2011 (item#41). The individual item passed, but asset status change form was not properly filled out.

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**Attachments**[asset transfer form](#)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 01:48 PM
Form Started By: Kerstin Hancock		Started On: 08/25/2011 11:40 AM
	Final Approval Date: 08/25/2011	



# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:				
1WC200R3872060688		0581	9F0787	
Vehicle Identification Number		Department	Door Number	
9008787	2007	WELL CARGO	MTG3639-2000	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. Williamson County Fleet Incident/Crash/Vandalism Report  
2. The Official Accident Report  
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 1238 HRS

☐ Not mechanically sound

☒ Other: Explain TRADE IN FOR COMMUNICATION VEHICLE TO FARBER SPECIALTY VEHICLES, COLUMBUS OHIO

3) Elected Official/Department Head/Authorized Staff

Print Patrick N. Cobb Signature Patrick N. Cobb Date Aug 25, 2011

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

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input checked="" type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:

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

☒ Forward forms and reports to County Auditor's Office

Print MIKE FOX III Signature [Signature] Date AUG 25, 2011

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/30/2011

Agreement with ESD 9 Round Rock

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

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**Agenda Item**

Discuss and take appropriate action regarding 2010/2011 Agreement with ESD #9, Round Rock.

**Background**

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**Attachments**ESD 9 Agreement 2010 2011**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 08:27 AM
Form Started By: Peggy Vasquez		Started On: 08/24/2011 05:40 PM
	Final Approval Date: 08/25/2011	

# **AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS**

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

## **I.**

### **Obligations of Emergency Service Organizations**

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

#### **A. Services provided by Emergency Service Organizations**

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

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

#### **B. Emergency Service Organizations Performance Standards**

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



Each of the Emergency Service Organizations must:

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

#### **C. Emergency Medical Service Involvement**

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

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

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

## **II.**

### **Prevention and Investigation**

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

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

### **III.**

#### **Reimbursement Formula and Consideration**

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

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

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

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

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

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

### **IV.**

#### **Failure to Meet Conditions; Suspension of Funding and Termination**

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

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

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

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

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

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

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

**V.**  
**Right to Withdraw**

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

**VI.**  
**Term of Agreement; And Effective Date**

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

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

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

**VII.**  
**Related Agreements**

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

**VIII.**  
**Relationship of the Parties**

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

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

## IX.

### Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

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

Printed Name: ALLAN FORSTER

Representative Capacity: PRESIDENT

Date: AUGUST 19, 2011

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**CITY OF CEDAR PARK, TEXAS**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**Commissioners Court - Regular Session****11.****Meeting Date:** 08/30/2011

Discuss and take action on accepting a donation of \$15,000 from St. David's Hospital to be used to offset current expenses for MOT.

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

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**Agenda Item**

Discuss and take action on accepting a donation of \$15,000 from St. David's Hospital to be used to offset current expenses for MOT.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 01:48 PM
Form Started By: Terri Countess		Started On: 08/25/2011 11:12 AM
	Final Approval Date: 08/25/2011	



**Commissioners Court - Regular Session****12.****Meeting Date:** 08/30/2011

Victim Assistance Donation

**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Agenda Item**

Consider approving donation to Victim Assistance from Cartridges for Kids (cartridge fundraiser) in the amount of \$14.01.

**Background**

Check from Cartridges for Kids.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Peggy Braun		Started On: 08/23/2011 10:07 AM
	Final Approval Date: 08/24/2011	

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 08/30/2011

Weekly Asset Transfers

**Submitted For:** Bob Space

**Submitted By:**

Patrick Strittmatter,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**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 Transfer Forms

**Form Review**

**Inbox**  
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

**Reviewed By**  
Wendy Coco

Final Approval Date: 08/24/2011

**Date**  
08/24/2011 04:12 PM  
Started On: 08/23/2011 04:45 PM

# 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  
☒ 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	Anderson Hickey, 4 drawer, legal size file cabinet, lock damaged	N/A	N/A	Working

### Parties Involved:

FROM (Transferor Department): Fleet

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

\* 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

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- ☐ 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)
	see attached spreadsheet			Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

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

Chief LC "Tony" Marshall

Paul Swisher

Print Name

Print Name

Signature

August 16, 2011

+1 (512) 943-1349

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 \_\_\_\_\_

AUG 18 2011

CLERK OF COUNTY, TEXAS

[illegible]

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

# 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	Brocade Silkorm 3200 Fibre channel switch	GA030015923		Working
1	Dell PowerEdge 1300 server	GWYL00B	C02412	Non-Working
1	Dell PowerEdge 4600 server	1J9XL11	C02372	Non-Working

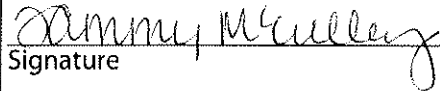
**Parties involved:****FROM** (Transferor Department): Technology Services
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
**Contact Person:**

Tammy McCulley

Tammy McCulley

Print Name

Print Name



August 18, 2011

+1 (512) 943-1455

Signature

Date Phone Number

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

Tony Hill

Tony Hill

Print Name

Print Name

August 18, 2011

+1 (512) 943-3314

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

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- ☒ 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	LG cell phone			Non-Working
1	Ericsson cell phones			Non-Working
1	Nextel cell phone			Non-Working
1	NOKIA cell phone			Non-Working
4	Ericsson cell phone hands free			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/Donee): Auction**Transferee - Elected Official/Department Head/**
**Authorized Staff OR Donee - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

\* 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

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- ☒ 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)
10	Misc. Manufacturer cell phone charger			
5	Misc. Manufacturer cell phone holders			
1	HP Scanjet 4370 Mod. FCLSD-0511	CN665A205Q		Working
1	Charger Operating Technical Electronics Mod. OTE-4824 S3	S/N 256141805		Working
1	Walki Talki Motorola Mod.T5300	S/N 690WCN284Q		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/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 \_\_\_\_\_



FrmAudASCF01 revision 8/24/09

# Williamson County

## Asset Status Change Form

Print Form

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

☐ TRANSFER between county departments.
 ☐ TRADE-IN for new assets 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)
12	LG cell phones			Working
2	Motorola cell phones			Working

## Parties involved:

FROM (Transferor Department): Building Maintenance

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Gary Wilson

James Whetston

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-In/Donor): Victims Assistance C/O Sheriff's Office.

Transferee - Elected Official/Department Head/

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

Contact Person:

Shelly James

Shelly James

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****14.****Meeting Date:** 08/30/2011

Block Party Pine Bluffs Trail

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

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**Agenda Item**

Discuss and consider closing Pine Bluffs Trail from Buccaneer to Greybull, on Oct. 31st, 2011 from 6:00 p.m - 10:00 p.m. for Halloween block party and consider loaning cones and barricades.

**Background**

Constituent is requesting permission to close their street to vehicles on the evening of Halloween, October 31, 2010, from 6pm to 10pm. The county has approved their requests every year for the last few years. The request is for a residential street in Milwood: Pine Bluffs Trail (78729), from Buccaneer to Greybull. Pine Bluffs Trail is only one block long, and over 1 dozen babies and children live on the street. Only one side the street has a sidewalk and that sidewalk does not extend for the entire block. A street closure would allow street residents and their neighbors in the surrounding area to trick or street safely and would make it easier for parents with strollers to enjoy the evening. There will not be any formal festivities, just a safe street with no cars. Karen Wolman has discussed this with her neighbors and they are in agreement that this would benefit the neighborhood and that 6pm - 10pm would cause minimal inconvenience to residents. As they are only one block long, they are the logical street to host this. They are happy to purchase additional candy and other treats to accommodate the increased foot traffic. We would drop off the barricades and cones on the Friday prior to Halloween and pick up them up the following Monday. This has been routed through the counties road closure process and was approved by all. We would recommend court approval. The contact for this closure is: Karen Dale Wolman 7000 Pine Bluffs Trail Austin, TX 78729 512-258-6853: home office 954-993-4025: cell kdw954@austin.rr.com

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**Attachments**Pine Bluffs Trail**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 11:36 AM
Form Started By: Mary Clark		Started On: 08/25/2011 09:52 AM
	Final Approval Date: 08/25/2011	

**From:** Karen Dale Wolman [mailto:[kdw954@austin.rr.com](mailto:kdw954@austin.rr.com)]

**Sent:** Friday, August 19, 2011 9:41 PM

**To:** Mary Clark

**Subject:** Halloween Street closure request

Hi Mary;

It is that time of year again.

I am writing to request permission to close our street to vehicles on the evening of Halloween, Monday, October 31, 2010, from 6pm to 10pm. The county has been so wonderful in approving our requests every year and making it so easy for us to do so.

The request is for a residential street in Milwood: Pine Bluffs Trail (78729), from Buccaneer to Greybull.

Pine Bluffs Trail is only one block long, and lots of babies and children live on the street, including a new trio of infant triplets. Only one side the street has a sidewalk and that sidewalk does not extend for the entire block. A street closure would allow street residents and our neighbors in the surrounding area to trick or street safely and would make it easier for parents with strollers to enjoy the evening. There will not be any formal festivities, just a safe street with no cars.

I have discussed this with my neighbors and we are in agreement that this would benefit the neighborhood and that 6pm - 10pm would cause minimal inconvenience to residents. As we are only one block long, we are the logical street to host this. We are all happy to purchase additional candy and other treats to accommodate the increased foot traffic.

As always, we will set-up and break down the barricades and cones on Friday.

Please let me know if I can provide you with any more information.

Thank you very much.

Best,

Karen Dale Wolman

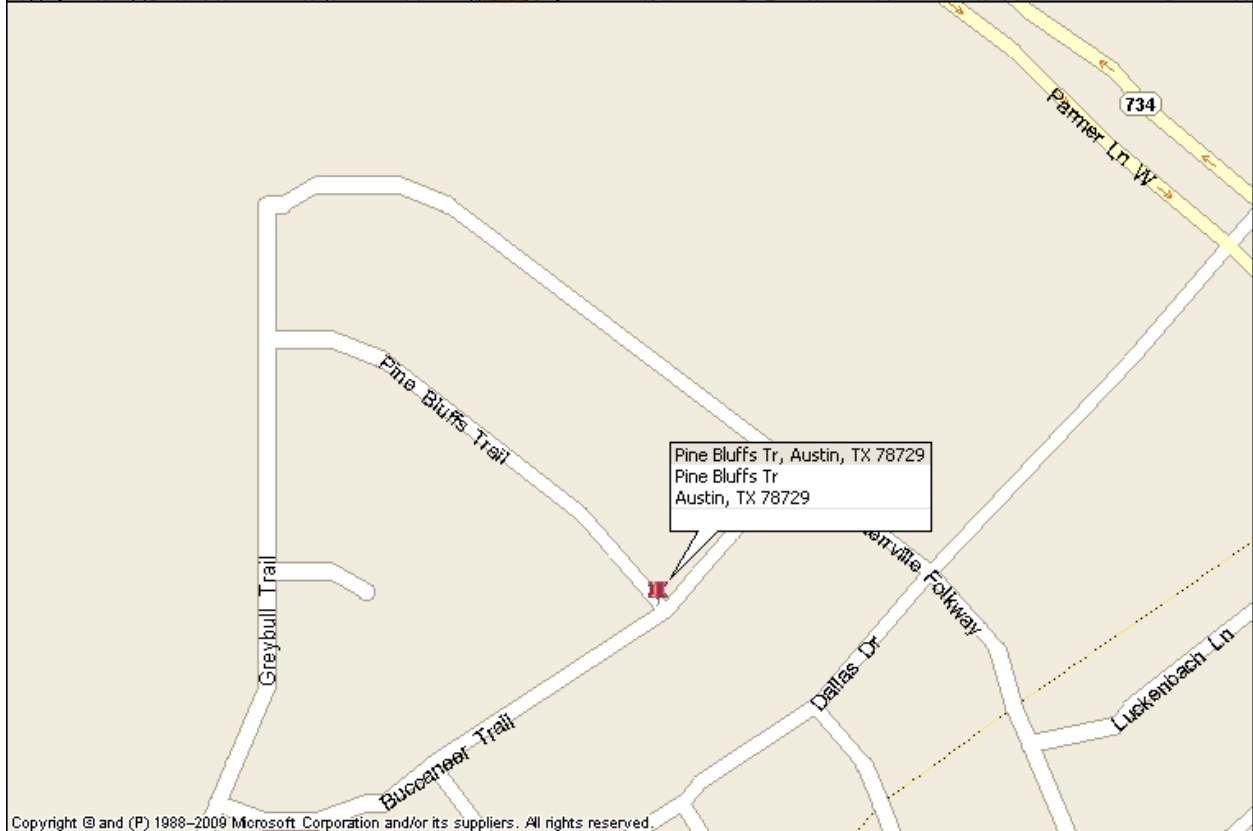
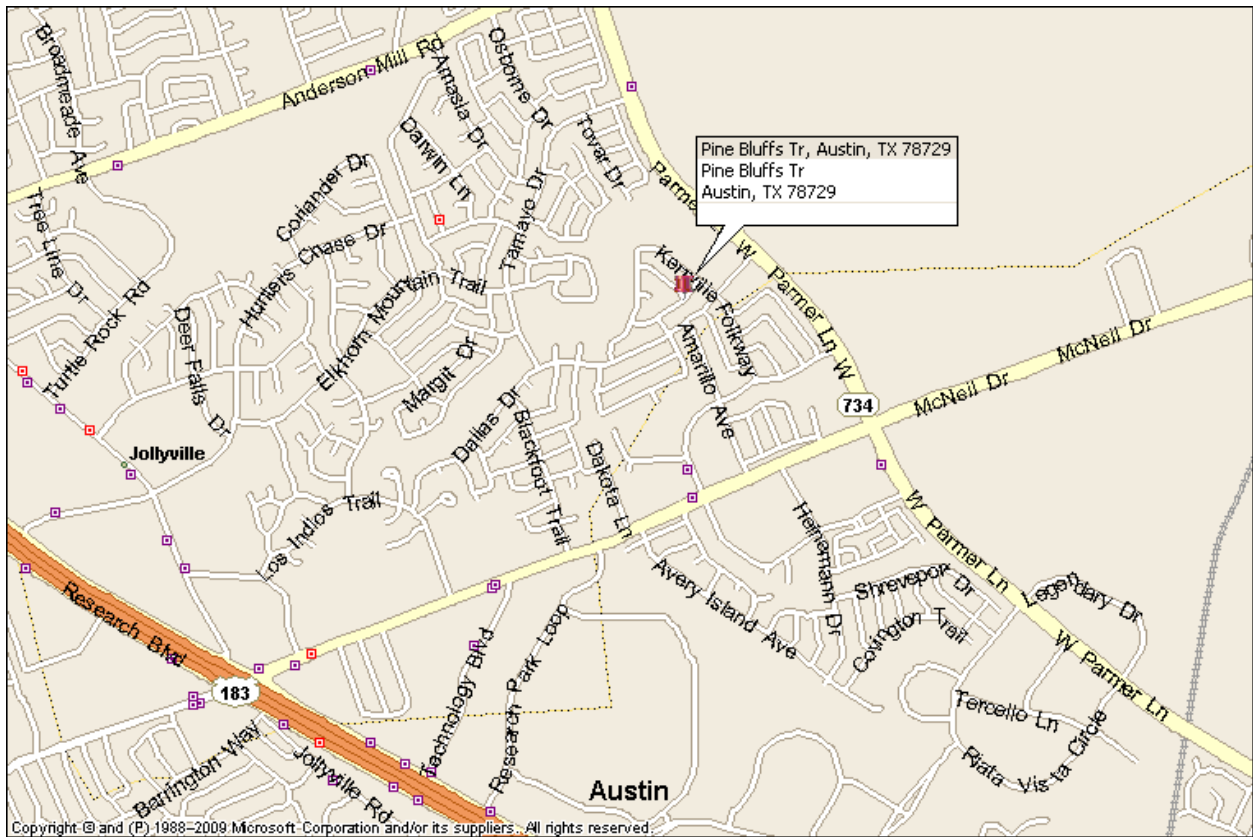
7000 Pine Bluffs Trail

Austin, TX 78729

512-258-6853: home office

954-993-4025: cell

[kdw954@austin.rr.com](mailto:kdw954@austin.rr.com)



**Commissioners Court - Regular Session****15.****Meeting Date:** 08/30/2011

determination letter O'Reilly Auto Parts store tract 3809 Williams Drive Georgetown

**Submitted For:** Gary Boyd**Submitted By:**

Gary Boyd, Parks

**Department:** Parks**Agenda Category:** Consent

---

**Agenda Item**

Consider and take appropriate action on Determination Letter for O'Reilly Automotive Parts, Inc., to enroll a tract at 3809 Williams Drive, Georgetown (WCAD reference ID # R046893) in the Williamson County Regional Habitat Conservation Plan (RHCP). Authorize county judge or designee to sign Participation Agreement.

**Background**

Tract at 3809 Williams Drive will be enrolled in the RHCP. Base mitigation fee is \$200 for a 1.264 acre site. A copy of the Determination Letter is attached. This action is fee only for enrollment.

---

**Attachments**O'Reilly determination letter**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Gary Boyd (Originator)	Gary Boyd	08/25/2011 09:40 AM
Form Started By: Gary Boyd		Started On: 08/24/2011 02:52 PM
	Final Approval Date: 08/25/2011	



Also by email scan to Ellen Beeny at  
ebeeny@oreillyauto.com

Board of Directors  
As of April 20, 2011

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

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

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

Patty Eason  
Council Member  
City of Georgetown, TX

Maria Acosta  
Cedar Park, TX

VACANT

Larry Quick  
Don Quick & Associates  
Round Rock, TX

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

August 24, 2011

O'Reilly Automotive Stores, Inc.  
c/o Ellen Beeny  
233 S. Patterson  
Springfield, MO 65802

**Re: A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628, WCCF Application #20110824.**

**Dear Ms. Beeny:**

A review of the referenced project/tract has been completed in accordance with the Williamson County Regional Habitat Conservation Plan (RHCP). Based on the supporting documents provided on your behalf by ATC Associates, Inc., the Williamson County Conservation Foundation (WCCF) makes the following determination as to your application:

1. The mitigation fee for the referenced project will be \$200.00 (Two hundred Dollars and no hundredths Dollars). This amount ("Participation Fee") was determined based on the acreage of the tract (rounded up to the nearest acre) and a determination no geologic or manmade features (Project Information Point 9) and will be reflected in Paragraph 2 of the Participation Agreement ("Agreement").
2. Please sign below and notify this office as soon as possible – by email scan to [wccf@wilco.org](mailto:wccf@wilco.org) or by fax to 512-260-4231 – of O'Reilly Automotive Stores, Inc., agreement to these mitigation terms. An agenda item will be prepared for the next available Williamson County Commissioner's Court for consideration and approval.
3. The referenced Participation Fee was attached to the Application and is hereby referenced. Upon acceptance by the Commissioners Court a Participation Agreement will be prepared and sent to you. The cover documents for the Agreement will include instructions for filing in Williamson County deed records. If you wish for WCCF to file the documents and bill you for the filing fee please indicate below.

These actions will complete your application process in the RHCP for the referenced project/tract. When we receive confirmation of filing of the Agreement,



this office will subsequently prepare and mail a participation certificate to you. Although the certificate is not an official document, it may be posted at the project site as notification of participation in the Williamson County RHCP.

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

Sincerely,



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

Re: WCCF Application #20110824

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

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

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

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

~~~~~  
Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee please initial here: \_\_\_\_\_

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/30/2011

Amendment to Lease Agreement with Representative Gonzales

**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 approving an amendment to exhibit A for the lease agreement that was signed with State Representative Larry Gonzales for office space at 1801 E. Old Settlers Blvd., in Round Rock.

**Background**

On August 2nd, 2011 the court approved a lease agreement with Rep. Gonzales for leased office space at 1801 E. Old Settlers. This is an amendment to Exhibit A, it is a minor change, the State will provide services for the telephone and internet. The original exhibit stated that Representative Gonzales agreed to "pay for telephone and internet" services, however, the state will "provide" the service to them. It is a minor technicality and the terms, conditions, amount and area of the rental agreement have not changed.

Hal Hawes has approved this amendment.

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**Attachments**[Representative Gonzales Lease Agreement](#)[Lease Agreement Amendment with Rep Gonzalez](#)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 01:48 PM
Form Started By: Mary Clark		Started On: 08/18/2011 11:22 AM
	Final Approval Date: 08/25/2011	





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 Gonzales, 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., 2011 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.

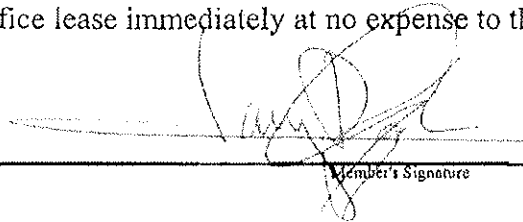
<u>Williamson County</u>	<u>7-22-11</u>
Lessor's Name (type or print)	Date
<u>Dan A Gatti's</u>	<u>8-4-11</u>
Lessor's Name (type or print)	Date
<u>[Signature]</u>	
Lessor's Signature (1)	Lessor's Signatory's Title (1)
<u>110 Main St. Georgetown, TX 78626</u>	<u>(512) 943-1550</u>
Lessor's Address	Telephone Number
<u>Williamson County</u>	<u>74-6000978</u>
Lessor's Type of Organization (2)	Lessor's Tax ID Number (3)
<u>[Signature]</u>	<u>7-22-11</u>
Signature of Representative (4)	Date
<u>[Signature]</u>	
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, CARDY 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

7-26-11  
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.
-

## 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 to provide any phone and internet services used by the Member.
- D. Public Purpose. The parties to this District Office Lease Contract agree and acknowledge that a public purpose shall be promoted and served by this tenancy in that it provides Williamson County Citizens with greater access to both its local and state officials and all parties will work in conjunction with one another to promote and maintain such public purpose.
- E. 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****17.****Meeting Date:** 08/30/2011

4th Combat Aviation Brigade

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

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**Agenda Item**

Recognize the 4th Combat Aviation Brigade and its member for the achievements they received during their most recent tour of duty in Afghanistan.

**Background**

The 4th CAB just completed a 12 month tour of duty in Afghanistan. Col. Williams, CW5 McElhieney, and CW5 Bean all flew their last combat missions during this tour and will retire September 1, 2011.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 01:48 PM
Form Started By: Rachel Rull		Started On: 08/25/2011 11:07 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 08/30/2011

Conduct Public Hearing

**Submitted By:** Peggy Vasquez, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

9:45 a.m. Conduct Public Hearing on Petition Calling a Bond Election for Northwoods Road  
District No. 1.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Peggy Vasquez		Started On: 08/24/2011 04:00 PM
	Final Approval Date: 08/24/2011	

**Commissioners Court - Regular Session****19.****Meeting Date:** 08/30/2011

Order Calling a Bond Election

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

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**Agenda Item**

Discuss and take appropriate action with respect to "Order Calling a Bond Election in Northwoods Road District; Making Provisions For Conducting the Election And Ordering Other Matters Incident And Related To Such Election."

**Background**

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**Attachments**Order Calling Election**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Peggy Vasquez		Started On: 08/24/2011 04:02 PM
	Final Approval Date: 08/24/2011	





election precincts being Precinct 186 at Lord of Life Lutheran Church, 9700 Neenah Avenue, Austin, Texas 78717 and Precinct 266 at Riviera Springs Clubhouse, 2402 East Riviera Drive, Cedar Park, Texas 78613, which such polling place locations shall be revised and finalized, if necessary, as directed by the County Elections Administrator.

2. **EARLY VOTING.** Early voting shall be conducted at the main early voting polling place and early voting shall also be conducted at the branch and temporary early voting polling places at the times identified in Exhibit "A" to this Order, and this exhibit is incorporated by reference for all purposes. These offices or places shall remain open on the dates and at the times set forth in Exhibit "A" hereto. Rick Barron is hereby appointed as the Early Voting Clerk. The Early Voting Clerk's physical address is 301 S. E. Inner Loop, Suite 104, Georgetown, Texas 78626. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is P. O. Box 209, Georgetown, Texas 78627.

3. **EARLY VOTING BALLOT BOARD.** An early voting ballot board is hereby created to process early voting results, and Karen Adair-Murphy is hereby appointed the Presiding Judge of the board. The Presiding Judge shall appoint not less than two nor more than eighteen (18) resident qualified electors of the County to serve as members of the Early Voting Ballot Board.

4. **CONDUCTING ELECTION.** The election shall be held and conducted by the County and returns made to the Commissioners Court in accordance with the Texas Election Code, as amended.

5. **VOTING DEVICES.** Electronic optical scan voting devices may be used in conducting the election. The County may also utilize a central counting station as provided by Section 127.000 et seq., as amended, Texas Election Code. The County will comply with federal and state law regarding conducting the election including the Help America Vote Act and will have at least one accessible voting station available at each election day and early voting polling location. The Williamson County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State. The Office of the Texas Secretary of State has certified that the DRE- Election Systems is an accessible voting system that may legally be used in Texas elections.

6. **ELECTION OFFICIALS.** The Commissioners Court shall appoint the election officials at such time and in accordance with the Texas Election Code.

7. **ELECTORS.** All resident, qualified electors of the District shall be entitled to vote at said election.

8. **OFFICIAL PROPOSITION.** At the election the following PROPOSITION shall be submitted in accordance with law:

## **PROPOSITION**

" Shall the bonds of the Northwoods Road District No. 1 be issued in an amount not to exceed \$12,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes or refunding purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?"

**9. FORM OF BALLOT.** The official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION with the ballots to contain such provisions, markings, and language as required by law, and with such PROPOSITION to be expressed substantially as follows:

## **PROPOSITION**

(    ) FOR	THE ISSUANCE BY THE NORTHWOODS ROAD
(    ) AGAINST	DISTRICT NO. 1 \$12,000,000 OF BONDS FOR ROADS AND LEVYING THE TAX IN PAYMENT THEREOF

**10. BILINGUAL ELECTION MATERIALS.** All election materials (including notice of the election, ballots, instruction cards, affidavits, and other forms which voters may be required to sign) and all early voting materials shall be printed in both English and Spanish, or Spanish translations thereof, and/or other assistance shall be provided, as required by the Texas Election Code and the Federal Voting Rights Act of 1965, each as amended.

**11. NOTICE.** Pursuant to the provisions of Section 1471.018, Texas Government Code, notice of said election shall be given by publishing one time in the Williamson County Sun, not more than 30 days and not less than 10 days prior to the date set for said election a notice of election, both in English and in Spanish, in substantially the form of this Order. It is hereby found and declared that the *Williamson County Sun* is a newspaper of general circulation within the District. Notice shall also be given by posting not later than the 21st day before the election a copy of such notice of election, both in English and in Spanish, (i) on the bulletin board used for posting notices of the meetings of the Commissioners Court, (ii) at the County Courthouse door and (iii) in at least three public places in the District.

**12. INCORPORATION OF RECITALS.** The Commissioners Court hereby finds that the statements set forth in the recitals of this Order are true and correct and hereby incorporates such recitals as a part of this Order.

**13. EFFECTIVE DATE.** This Order shall become effective immediately after its adoption.

**APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS ON THE 30TH DAY OF AUGUST, 2011.**

Attest:

---

County Clerk  
Williamson County, Texas

---

County Judge  
Williamson County, Texas

**EXHIBIT "A"**

EARLY VOTING SCHEDULE  
NOVEMBER 8, 2011

**SEE ATTACHED SCHEDULE**

Subject to Change

**WILLIAMSON COUNTY  
CONSTITUTIONAL AMENDMENTS AND SPECIAL ELECTIONS  
NOVEMBER 8, 2011**

**EARLY VOTING**

**DATES AND TIMES FOR FULL-TIME LOCATIONS:**

**Monday, October 24 through Wednesday, November 2**

8:00 am to 6:00 pm

***No Sunday Voting***

**Thursday, November 3 and Friday November 4**

7:00 am to 7:00 pm

**FULL-TIME LOCATIONS:**

**Main Location:**

***Williamson County Inner Loop Annex***, 301 SE Inner Loop, Georgetown

**Branch Locations:**

***Parks & Recreation Admin. Bldg.***, 1101 N. College St., Georgetown

***Cowan Creek Amenity Center***, 1433 Cool Springs Way, Georgetown

***McConico Building***, 301 W. Bagdad St., Round Rock

***Round Rock Randalls***, 2051 Gattis School Rd, Round Rock

***Brushy Creek Community Center***, 16318 Great Oaks Dr., Round Rock

***J.B. and Hallie Jester Annex***, 1801 E. Old Settlers Blvd., Round Rock

***Anderson Mill Limited District***, 11500 El Salido Pkwy, Austin

***Cedar Park Public Library***, 550 Discovery Blvd., Cedar Park

***Cedar Park Randalls***, 1400 Cypress Creek Rd., Cedar Park

***Pat Bryson Municipal Hall***, 201 N. Brushy St., Leander

***Taylor City Hall***, 400 Porter St., Taylor

## **MOBILE - TEMPORARY LOCATIONS**

**Hours for voting: Monday, October 24 through Wednesday, November 2**

10:00 am to 6:00 pm

***No Sunday Voting***

**Thursday, November 3 and Friday November 4**

7:00 am to 7:00 pm

***Clairmont Retirement Community***, 12463 Los Indios Trail, Austin

***Granger City Hall***, 214 E. Davilla, Granger

Tues. Oct. 25

***Seton Medical Center Williamson***, 201 Seton Parkway, Round Rock

***Liberty Hill Annex***, 3407 RR 1869, Liberty Hill

Fri. Oct. 28

Sat. Oct. 29

***Jarrell Memorial Park***, 1651 CR 305, Jarrell

***RR Higher Education Center***, 1555 University Blvd., Round Rock

Wed. Oct. 26

***Hutto City Hall***, 401 W. Front St., Hutto

Tues. Nov. 1

Wed. Nov. 2

Thurs. Nov. 3

Fri. Nov. 4

**Subject to Change**



**Commissioners Court - Regular Session****20.****Meeting Date:** 08/30/2011

Sam Bass Rd. Resolution for Condemnation

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of Sam Bass Road, and take appropriate action. (Hobbs)

**Background**

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**Attachments**Hobbs Resolution**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 09:43 AM
Form Started By: Charlie Crossfield		Started On: 08/25/2011 08:34 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****21.****Meeting Date:** 08/30/2011

VINE Grant Contract

**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Agenda Item**

Discuss and take appropriate action on FY 2012 Texas Victim Information and Notification Everyday (VINE) Annual Maintenance Grant Contract.

**Background**

See attached contract.

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**Attachments**VINE**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Peggy Braun		Started On: 08/23/2011 09:56 AM
	Final Approval Date: 08/24/2011	

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WILLIAMSON COUNTY  
FOR THE STATE FISCAL YEAR 2012**

**OAG Contract No. 1225382**

**THIS GRANT CONTRACT** is executed between the Office of the Attorney General of Texas (OAG) and Williamson County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a “Party” and collectively as the “Parties.”

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend. The OAG extended the term until August 31, 2012. The Vendor Certification includes a “Detail of Services”, containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the “Vendor Certification Documents” The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT**

**2.1 Service Period (Term).** The Service Period (Term) of this contract shall commence on the September 1, 2011, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2012.

**2.2 Option to Extend Service Period (Term).** This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

### **SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan". The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the Service Period (Term) of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

**3.5 Data Extract.** To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

**3.6 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

## **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with OAG.** GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

**4.1.2. Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution

of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log".** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

## **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement.** OAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation. The OAG may limit the requests for reimbursement to time periods of less than 12 months.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2012, (and, if this contract is extended, for each additional year), GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit C (Special Conditions), if included in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – “timely” means on or before May 31, 2012, (and, if this contract is extended, for each additional year), for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Timing of Submission of Invoices for Requests for Reimbursement to the OAG; Close-Out Invoice.** GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. The OAG may limit the requests for reimbursement to time periods of less than 12 months. Upon submission and approval of the GRANTEE’s requests for reimbursement, the GRANTEE may receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Limited Pre-Reimbursement Funding to GRANTEE.** The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed GRANTEE's Services Agreement (or Renewal Notice) with the Certified Vendor for the time period covered by this contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this contract;
- c. A completed OAG form "Verification of Continuing Production Record";
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within ten (10) days of receiving the pre-reimbursement funding from the OAG.



## **SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

**5.3 Reimbursement of GRANTEE Expenses.** The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

**6.4 Refund to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG to the GRANTEE under this contract.

**6.4 Notice to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

**7.4 Access.** GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

**7.5 Location.** Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

[OAG-Grants@oag.state.tx.us](mailto:OAG-Grants@oag.state.tx.us) If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports and Information).** All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

[OAG-Grants@oag.state.tx.us](mailto:OAG-Grants@oag.state.tx.us)

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at

its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will

be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**10.6 Certifications and Assurances.** Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the**

extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively “litigation”) arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, Including All Exhibits** This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.



**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6. Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY GENERAL**

**WILLIAMSON COUNTY**

\_\_\_\_\_  
**Attorney General or designee**

\_\_\_\_\_  
**Authorized Official**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

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

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

## EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND WILLIAMSON COUNTY  
FOR THE STATE FISCAL YEAR 2012**

**OAG Contract No. 1225382**

**Population Size: Large**

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$26,333	\$4,377	12	\$30,710

**Limitation of Liability of the OAG.** The total liability of the OAG to GRANTEE for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

**THIRTY THOUSAND SEVEN HUNDRED TEN AND 00/100 (\$30,710)**

**Maximum Number of Months.** The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

## **EXHIBIT B**

### **SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND WILLIAMSON COUNTY FOR THE STATE FISCAL YEAR 2012**

**OAG Contract No. 1225382**

#### **OAG CERTIFICATIONS AND ASSURANCES**

**A. The Uniform Grant Management Standards (“UGMS”), Part III, Section \_\_\_\_\_.14;  
Promulgated by the Office of the Governor, State of Texas,  
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Commissioners Court - Regular Session****22.****Meeting Date:** 08/30/2011

Title IV-E Contract Renewal 08-30-2011

**Submitted For:** Stephanie McCandless**Submitted By:**

Lisa Moore, County Auditor

**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and consider approving renewal of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.

**Background**

This contract enables the County to be reimbursed for legal services provided in connection with Texas Department of Protective Services cases that fall under Title IV-E federal funding. This is a renewal of a contract in place for many years, and has been reviewed and approved by Hal Hawes.

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**Attachments**Contract Renewal. TDFPSLegal Services Contract. TDFPS**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Lisa Moore

**Reviewed By**  
Wendy Coco

Final Approval Date: 08/25/2011

**Date**  
08/25/2011 01:48 PM  
Started On: 08/25/2011 11:34 AM



## TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER  
Anne Heiligenstein

August 12, 2011

Honorable Judge Dan. A Gattis  
Williamson County  
710 So. Main, Ste 201  
Georgetown, TX 78626

RE: Establishing Federal Fiscal Year 2012 County IV-E Contracts

Dear Honorable Judge Gattis:

DFPS contracts for IV-E services for a seven (7) year period with automatic annual renewals. At the end of each seven year period new contracts are established. The establishment of a new contract results in a new contract number. Therefore, the current ~~contract number~~ 23380014, County IV-E contract with The Texas Department of Family and Protective Services (DFPS) will end September 30, 2011.

Enclosed you will find the DFPS FFY 2012 contract and applicable forms for your consideration and review. Please complete and submit the necessary documents. As a reminder, the signatory must be the authorized representative (as designated on Form 2031 or PCS-301, Signature Authority Designation). Upon receipt of the contract documents, the authorized DFPS person will sign the contract, and an original will be returned to you for your records.

To ensure the contract is established by September 30, 2011 please submit all documents no later than September 5, 2011. Please return all documents to me at the following address:

DFPS  
Corinne Cain, Mail Code 016-5  
Contract Manager  
14000 Summit Dr., Ste. 100  
Austin, Texas 78728

If you have any questions regarding the proper completion of the enclosed documents contact me at (512) 834-4719.

*An Equal Opportunity Employer and Provider*

The Department requests that your agency begin the closure process applicable to the documents associated with the current contract number by taking steps for file retention, resolution of any outstanding monitoring findings and settlement of any financial claims. If claims for the most current 7 quarters have not been submitted you are strongly encouraged to do so.

Respectfully,

A handwritten signature in black ink that reads "Corinne Cain". The signature is fluid and cursive, with the first name "Corinne" and the last name "Cain" clearly distinguishable.

Corinne Cain  
Contract Manager

Enclosures: Contract Documents



**Contract #23939896**

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Williamson (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**SECTION I. STATEMENT OF SERVICES TO BE PERFORMED**

**A. Statement of Need**

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).
2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

**B. Statement of Work**

**1. County's Responsibilities:**

- a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;
- b. The County will comply with the following requirements:
  - (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

**State of Texas Title IV-E County Legal Services  
Contract**

- (ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
  - (iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;
  - (iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.
- c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.
- d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.
- e. The County will participate in DFPS' financial and statistical reporting systems.
- f. Health and Safety
  - (i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;
  - (ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and
  - (iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.
- g. Confidentiality
  - (i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

**State of Texas Title IV-E County Legal Services  
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- (ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.
- (iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.
- h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.
- i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.
- j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.
- k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.
- l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
  - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - (ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - (iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - (iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - (v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - (vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
  - (vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- 1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- 2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or

**State of Texas Title IV-E County Legal Services  
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have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- 3) Contractor agrees to comply with Executive Order 13279, and it's implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- 4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- 5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

- n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.
- o. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.
- p. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

**State of Texas Title IV-E County Legal Services  
Contract**

- i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):
  - a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
  - b. Name of the Contractor.
  - c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- q. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
  - i. In the County's preceding fiscal year, the County received—
    - a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - b. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- r. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
  - i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
    - a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
    - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant,

**State of Texas Title IV-E County Legal Services  
Contract**

- loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
  - d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.
- ii. Suspension, Ineligibility, and Voluntary Exclusion. In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:
- a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
  - b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.
  - c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.
- iii. Drug-Free Workplace Certification. Each party certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug-free awareness program to inform employees about—
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a.;
  - d. Notifying the employee in the statement required by paragraph r.iii.a. that, as a condition of employment under the grant, the employee will—
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph r.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

**State of Texas Title IV-E County Legal Services  
Contract**

central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

- f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r.iii.d.ii. with respect to any employee who is so convicted—
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - iii. Making a good faith effort to continue to maintain a drug-free workplace.

**2. DFPS' Responsibilities:**

- a. DFPS will provide the County with the child population rate each quarter; and
- b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

**SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS**

**A. Budget Documents:**

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.
2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.
3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

**B. This Contract is at all times contingent upon the availability and receipt of federal funds.**

**C. Billing Requirements:**

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.
2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.
4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

### **SECTION III. TERM OF CONTRACT**

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

**SECTION IV. INCORPORATION BY REFERENCE.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Cost Allocation Plan and supporting narrative, if applicable
- B. Form 2031, Signature Authority Designation
- C. Copy of approved Indirect Cost Agreement, if applicable
- D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications
- E. Other forms as needed

### **SECTION V. MODIFICATIONS**

- A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.
- B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

### **SECTION VI. TERMINATION**

- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.
- B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:
  1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,



**State of Texas Title IV-E County Legal Services  
Contract**

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and
  3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.
- C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

**SECTION VII. CERTIFICATIONS**

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

**Texas Department of Family  
and Protective Services**

**Williamson County**

\_\_\_\_\_  
Signature  
Printed Name: Shelia Brown  
Printed Title: Regional Director

\_\_\_\_\_  
Signature  
Printed Name: Dan A. Gattis  
Printed Title: County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 08/30/2011

Public Hearing

**Submitted By:** Ashlie Blaylock, Budget Office

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

10:00 Hold Public Hearing on the 2011-2012 County Budget

**Background**

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**Attachments**

Copy of FY 12 Proposed Budget

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 08:47 AM
	Final Approval Date: 08/03/2011	

# **GENERAL FUND PRELIMINARY PROPOSED BUDGET RECOMMENDATIONS**

Recommended Budget Total	\$ 129,547,679
<b>SUBTOTAL</b>	<b>\$ 129,547,679</b>

## ***Court Action Taken to Add/Delete Funding on Preliminary Proposed Budget***

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Wmsn-Burnet Senior Nutrition Funding Reduced	\$ (7,600)	Court Action Taken 8/16/11
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Remove 1.5% POTS ACB	\$ (348,000)	Approved on 8-23-11
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Eliminate 1 Adm Tech Ag Position	\$ (39,658)	<i>Approved on 8-23-11</i>
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Remove vehicle for new personnel for MOT	\$	(22,500)	Approved on 8-23-11
Approve Jail Conversions	\$	37,946	Approved on 8-23-11
Purchase the District Clerk's jury software from cash ending	\$	-	Leave in Budget 8-23-11; Footnote we are purchasing from cash ending \$93,341
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Reduce 570-Jail budget by average vacancy dollars at 5%	\$	(910,000)	Approved on 8-23-11
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***SUBTOTAL OF FUNDING ADDED/DELETED*** **\$ (2,763,337)**

***GRAND TOTAL*** **\$ 126,784,342**

***ADDITIONAL ITEMS FOR DISCUSSION***

Transferred Mgr of Wireless to 507 and Wireless Tech into 583	\$ (23,078)	See "WIRELESS" Tab Below
Add Employee for Emergency Management	\$ 46,481	See "EMPG" Tab Below
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Transfer Deputy from CON 3 to CON 1 but change to Research Analyst (18.1)	\$ (21,372)	See "CONSTABLE DEPUTY" Tab Below
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***SUBTOTAL OF ADDITIONAL ITEMS*** **\$ 91,204**

***GRAND TOTAL*** **\$ 126,875,545**

***ROAD & BRIDGE FUND EXPENDITURE RECOMMENDATIONS***

Total of Line Items in Budget Center	\$ 18,412,122	Adopted on 8-23-11
Civilian Grade/Step Chart 3.0% ACB	\$ 73,500	Reduced to 1.5%; approved on 8-23-11

***TOTAL*** **\$ 18,485,622**

***DEBT SERVICE FUND EXPENDITURE RECOMMENDATIONS***

***TOTAL*** **\$ 65,564,785**

**Commissioners Court - Regular Session****24.****Meeting Date:** 08/30/2011

2011 2012 General Fund Budget

**Submitted By:** Ashlie Blaylock, Budget Office**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and consider adoption of the 2011-2012 General Fund County Budget

**Background**

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**Attachments**Copy of FY 12 Proposed Budget**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 08:51 AM
	Final Approval Date: 08/03/2011	

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***DEBT SERVICE FUND EXPENDITURE RECOMMENDATIONS***

***TOTAL*** **\$ 65,564,785**

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 08/30/2011

2011 2012 Road and Bridge Budget

**Submitted By:** Ashlie Blaylock, Budget Office

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and consider adoption of the 2011-2012 Road & Bridge Fund County Budget

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 08:52 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 08/30/2011

2011 2012 Debt Service Fund County Budget

**Submitted By:** Ashlie Blaylock, Budget Office

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and consider adoption of the 2011-2012 Debt Service Fund County Budget

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 08:54 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/30/2011

2011 2012 District Clerks Archived Records Budget

**Submitted By:** Ashlie Blaylock, Budget Office**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

10:15 Hold Public Hearing on plan for funding the preservation and restoration of the District Clerk's Records Archives for 2011-2012

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 08:56 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session****28.****Meeting Date:** 08/30/2011

2011 2012 District Clerks Archived Records Budget

**Submitted By:** Ashlie Blaylock, Budget Office**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action on the plan for funding the preservation and restoration of the District Clerk's Records Archives for 2011-2012

**Background**

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**Attachments**District Clerk Archive Plan**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 08:57 AM
	Final Approval Date: 08/03/2011	

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

KBR Supplemental 4 to Williams Drive PSA

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

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**Agenda Item**

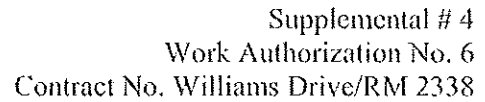
Discuss and consider approving Kellogg Brown & Root Services, Inc. (KBR) Supplemental #4 to their Williams Drive Professional Service Agreement (PSA).

**Background**

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**Attachments**KBR\_Supp4\_WilliamsDr\_PSAKBR\_WA6\_WilliamsDr**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 11:53 AM
Form Started By: Marie Walters		Started On: 08/24/2011 12:28 PM
	Final Approval Date: 08/25/2011	



**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 4**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                      §  
COUNTY OF WILLIAMSON        §

ss ss

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Kellogg Brown & Root Services, Inc., a Delaware Corporation, located at 4100 Clinton Drive, Houston, Texas 77020 *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on March 25, 2008 and executed Supplemental Agreement No. 3 on March 25, 2010;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1 the agreement to \$399,699.18 ;  
and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$400,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$399,699.18 to \$423,462.81.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$400,000.00 to \$450,000.00.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**  
By:   
Signature

Leisa Nelson

Printed Name

Vice President

Title

August 17, 2011

Date

**COUNTY:**  
By: \_\_\_\_\_  
Signature

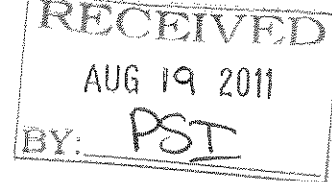
Printed Name

Title

Date

OK  
my





Work Authorization No. 6  
Contract No. Williams Drive/RM 2338

**ATTACHMENT A  
WORK AUTHORIZATION NO. 6**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Kellogg Brown & Root Services, Inc., a Delaware Corporation, located at 4100 Clinton Drive, Houston, Texas 77020 (*the "Engineer"*).

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

KBR, referred to in the contract as the "Engineer" shall provide the necessary engineering and technical service for preparation of Plans, Specifications and estimates (PS&E) for construction improvements to RM 2338 (Williams Drive) in Williamson County from 0.30 Mile West of FM 3405 to 3.3 Mile West of IH 35.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is increased from \$ 23,763.63.

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

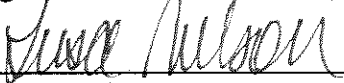

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2011, unless extended by a Supplemental Work Authorization.

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

**ATTACHMENT A (con't.)**

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

ENGINEER:  
Kellogg Brown & Root Services, Inc.

By:    
Signature

Leisa Nelson

Printed Name

Vice President

Title

August 17, 2011

Date

COUNTY:  
Williamson County, Texas

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

Dan A. Gattis

Printed Name

County Judge

Title

Date

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

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

OK  


Work Authorization No. 6  
Contract No. Williams Drive/RM 2338

**Williams Drive/RM 2338- GEORGETOWN  
County: Williamson**

**EXHIBIT "A"**

**SERVICES TO BE PROVIDED BY THE COUNTY**

Services to be provided by the County will stay the same as it was in the original work authorization.

**Williams Drive- GEORGETOWN  
County: Williamson**

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED BY THE ENGINEER**

KBR, referred to in the contract as the "Engineer" shall provide the necessary engineering and technical service for preparation of Plans, Specifications and estimates (PS&E) for construction improvements to RM 2338 (Williams Drive) in Williamson County from 0.30 Mile West of FM 3405 to 3.3 Mile West of IH 35.

**TRAFFIC DESIGN (Function Code 162)**

The Engineer shall provide Traffic Design Services for (1) Coordinating the addition of a fiber optic line to the project for connecting intersection traffic signal controllers; (2) Plan modifications upgrading signal equipment from isolated signals to a closed loop signal system; and (3) Performing misc. design changes due to field conditions including restriping of west end of project and signal phasing changes at Del Webb Blvd.

**MANAGING CONTRACTED PS&E PE SERVICES (Function Code 164)**

The Engineer shall provide Construction Services for (1) Attending Construction Management Meeting; (2) Answering RFIs; (3) Performing misc. design changes due to field conditions; and (4) preparing design waiver documentation.

**Williams Drive- GEORGETOWN  
County: Williamson**

**EXHIBIT "C"**

**PROJECT SCHEDULE**

KBR, referred to in the contract as the "Engineer" shall provide the necessary engineering and technical service for preparation of Plans, Specifications and estimates (PS&E) for construction improvements to RM 2338 (Williams Drive) in Williamson County from 0.30 Mile West of FM 3405 to 3.3 Mile West of IH 35 based on the completion schedule described below.

**PROJECT SCHEDULE**

Services to be provided to the *Engineer* are in support of the completion of this project. Project completion is anticipated within the December 31, 2011 schedule extension date.

**EXHIBIT "D"**  
**RM 2338**

	JOB HOURS	COST W/ OVERHEAD AND FEE	DIRECT COST	TOTAL COST	PERCENTAGE OF WORK AUTHORIZATION
KBR	120	\$23,679.39	\$84.24	\$23,763.63	100.00%
<b>TOTAL</b>	120	\$23,679.39	\$84.24	\$23,763.63	100.00%

**EXHIBIT "D"**  
**RM 2338**

**BASIC SERVICES PERFORMED BY KBR**

FUNCTION CODE	PROJECT MANAGER	PROJECT ENGINEER	SENIOR STRUCTURAL ENGINEER	ENGINEER	TECH- CADD	CLERICAL	TOTAL
FC-162 Traffic Design	3	69		17	22	0	111
FC-164 Managing Contracted Services	12	27		6	22	0	67
<b>SUBTOTAL</b>	15	96		23	44	0	178
<b>TOTAL LABOR RATE / HOUR</b>	\$193.41	\$151.97	\$124.34	\$110.52	\$82.89	\$55.26	
<b>TOTAL LABOR COST</b>	\$2,901.15	\$14,589.12	\$0.00	\$2,541.96	\$3,647.15	\$0.00	\$23,679.39
<b>DIRECT COST</b>							\$84.24
<b>TOTAL</b>							\$23,763.63

**DIRECT COST** **TOTAL**

Travel (6 trips @ 24 miles x \$0.585 per mile)  
Total Direct Cost

\$84.24  
\$84.24

**Commissioners Court - Regular Session****31.****Meeting Date:** 08/30/2011

Extension of Byers Tract Farm Lease Agreement

**Submitted For:** Randy Bell**Submitted By:**

Randy Bell, Parks

**Department:** Parks**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider extending the Farm Lease Agreement with Mr. Clifton Kotrla on Agricultural Lease Land Located East of Jonah, TX (Byers' Tract).

**Background**

Agreement has been reviewed by Mr. Hal Hawes

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**Attachments**Farm Lease Extension Agreement 2011**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/26/2011 01:57 PM
Form Started By: Randy Bell		Started On: 08/25/2011 10:41 AM
	Final Approval Date: 08/26/2011	



## **AGREEMENT TO EXTEND FARM LEASE**

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Clifton F. Kotrla ("Lessee") to be effective as of the last party's execution hereof.

### **RECITALS:**

**Whereas**, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") dated August 26, 2008 for premises identified in the Lease Agreement as being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "Premises");

**Whereas**, due to factors beyond the control of the Lessor, the amount of acreage of the Premises and the annual Rent was thereafter decreased for the Second Lease Period (being defined in the Lease Agreement as the period from October 1, 2009 to September 30, 2010), as set forth in a First Amendment to Farm Lease executed by the parties in 2010;

**Whereas**, the Lease Agreement will terminate on September 30, 2011 unless the Williamson County Commissioners Court approves Lessee's request to extend the Lease Agreement per the terms set forth therein;

**Whereas**, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

**Whereas**, the Lessee has requested the Lease Agreement to be extended for an extended term of twelve (12) months beginning on October 1, 2011 and ending on September 30, 2012; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

### **AGREEMENTS:**

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.
2. **Extension.** Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12)

months beginning as of October 1, 2011 and ending as of September 30, 2012 (the "Extension Period").

3. **Rent During Extension Period.** Lessee shall pay Lessor Rent in the amount of THIRTEEN THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$13,620.00) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period shall be paid in two (2) separate installments, with the first installment of SIX THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$6,810.00) being due on or before May 31, 2012 and the second installment of SIX THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$6,810.00), plus the applicable crop share and the share of government subsidies described in the Lease Agreement being due on or before September 30, 2012.

5. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect.** Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

[Signatures follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**Lessee:**

By: Clifton F. Kotrla  
Clifton F. Kotrla

Date: 8-11-11, 2011

**Commissioners Court - Regular Session****32.****Meeting Date:** 08/30/2011

2011 2012 County Clerks Records Archives Budget

**Submitted By:** Ashlie Blaylock, Budget Office**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

10:30 Hold Public Hearing on plan for funding the preservation and restoration of the County Clerk's Records Archives for 2011-2012

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 09:02 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/30/2011

2011 2012 County Clerks Records Archives Budget

**Submitted By:** Ashlie Blaylock, Budget Office**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action on the plan for the funding the preservation and restoration of the County Clerk's Records Archives for 2011-2012

**Background**

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**Attachments**Co Clerk Archive Plan**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 09:03 AM
	Final Approval Date: 08/03/2011	

# **Archive Plan**

For Preservation and Restoration  
Of Archived Records

Presented by

Nancy E. Rister, County Clerk

August, 2011

## Executive Summary

The vast majority of the permanent records in the County Clerks office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition, to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

## Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$5 can be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

*Williamson County Commissioners Court approved this \$5 fee on August 26, 2003 under agenda item #23.*

## Historical Data FY2001 – FY2010

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

*Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.*

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation.

Since February of 2005 with a staff of 7 we have scanned all of the deed books. All books that are scanned will be made available on personal computers in the public research area and over the internet. Each book and page will be accessible by book and page lookup. Scanning has taken place of 943 deed books. These images are now available online. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. Restoration of the oldest Probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the books returned to proof what was sent actually came back. Minor errors were caught and corrected. The oldest marriage licenses never picked up have been photographed and are boxed awaiting shipment to be restored.

## Archive Plan

Fiscal Year 2011 – 2012

Restoration of older probate records were partially finished last year. Since only half of them were done, that it will take most of the year for the restoration of these to be completed. When completed with this project, the archive division will begin entering the birth records and then the death records that are from the beginning of the county and come forward until 1935 and death until 1985. Estimate: **\$150,600**

This coming year we need to have original marriage licenses from the 1800's to more modern days restored and preserved by the methods of previous years. Estimate: **\$124,166**

Also 40 boxes of Civil Case files from the 1800's were also returned in March after a 14 year absence. These need to be de-acidified and encapsulated. Estimate: **\$526,400** (Only part of these can be done this next year.)

We may have to wait on completing this project and the oldest Criminal files. They can be completed in following years. Estimate: **\$611,800** This will have to wait until 2012-2013.

Each budget year a revised plan and report of the current progress will be reported.

## Steps to implement and continue

Prepare Annual Archive Plan  
Annual Commissioner's Court Approval  
Annual Public Hearing  
Post Notice of Fee in a conspicuous place



## Projected Revenue for 2011-2012

Document Type	Forecast of # documents filed subject to fee based on 2010 filings	Anticipated maximum revenue at \$5.00 per document
Official Public Records	88,945	\$444,725

## Proposed Budget of Expenses for 2011-2012

Salaries for 5 people	\$164,605.22
FICA @7.5%	12,545.00
Retirement @7%	19,006.00
Insurance	35,166.00
Workers Comp	500.00
Encapsulation	<u>650,000.00</u>
Total	\$881,822.22

### LOCAL GOVERNMENT CODE

§ 118.025. COUNTY CLERK'S RECORDS ARCHIVE.

(a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) suspends or reduces the deterioration of public documents; or

(B) provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) "Records archive" means public documents filed with the county clerk before January 1, 1990.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioners' court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under

Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4). (g) The county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The Commissioners' Court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners' court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF \_\_\_\_\_ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$\_\_\_\_\_ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioners' court in a public meeting.

(j) Any excess funds generated from the collection of a fee under this section remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by Section 118.0216. The commissioners' court of a county may not order the collection of a fee authorized by this section after the county records archive preservation and restoration is complete.

(k) This section expires September 1, 2008.

Added by Acts 2001, 77th Leg., ch. 794, § 4, eff. Sept. 1, 2001.

Amended by Acts 2003, 78th Leg., ch. 974, § 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, § 3(32), eff. Sept. 1, 2003.

## From SB 526 79<sup>th</sup> Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 08/30/2011

2011 2012 MO Tax Rate

**Submitted By:** Ashlie Blaylock, Budget Office

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding the 2011 Maintenance and Operations tax rate

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 09:07 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 08/30/2011

2011 2012 Road and Bridge Tax Rate

**Submitted By:** Ashlie Blaylock, Budget Office

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding the 2011 Road and Bridge tax rate

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 09:08 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 08/30/2011

2011 2012 Interest and Sinking Tax Rate

**Submitted By:** Ashlie Blaylock, Budget Office

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding the 2011 Interest and Sinking tax rate

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/03/2011 10:39 AM
Form Started By: Ashlie Blaylock		Started On: 08/03/2011 09:09 AM
	Final Approval Date: 08/03/2011	

**Commissioners Court - Regular Session****37.****Meeting Date:** 08/30/2011

Appointment of election officials for the period 9/1/11 thru 8/31/12.

**Submitted For:** Rick Barron**Submitted By:**

Kay Eastes, Elections

**Department:** Elections**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action on the appointment of Election Judges and Alternate Judges and the appointment of officers for the Early Voting Ballot Board and Central Counting Station.

**Background**

The list of names submitted to serve as Judges and Alternate Judges has been provided by representatives of the Republican Party and Democratic Party County Chairs.

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**Attachments**JAJ 2011**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Kay Eastes		Started On: 08/24/2011 03:15 PM
	Final Approval Date: 08/24/2011	

**Commissioners Court - Regular Session****38.****Meeting Date:** 08/30/2011

Charges for Public Maps and Data

**Submitted By:** Richard Semple, Information  
Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action on the revised charges for GIS analysis services by Technology Services.

**Background**

This document was approved by Commissioner's Court in March 2010. This adjusts the GIS Analysis charge to current rates, consistent with the PSTP charges of \$75 per hour.

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**Attachments**Charges**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 08:27 AM
Form Started By: Richard Semple		Started On: 08/24/2011 09:47 PM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 08/30/2011

Budgeting and Purchase of Voting Equipment

**Submitted By:** Peggy Vasquez, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding budgeting and purchase of voting equipment in relation to House Bill 2194.

**Background**

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**Form Review**

Form Started By: Peggy Vasquez

Started On: 08/25/2011 12:08 PM

Final Approval Date: 08/25/2011



**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 08/30/2011

Budget Order

**Submitted By:** Peggy Vasquez, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Discuss and take appropriate action regarding 2011/2012 Budget Order.

**Background**

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**Attachments**

Draft Budget Order 2011 2012

**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Peggy Vasquez		Started On: 08/24/2011 04:04 PM
	Final Approval Date: 08/24/2011	

**Commissioners Court - Regular Session**

**41.**

**Meeting Date:** 08/30/2011

SBCST termination letter of agreement

**Submitted For:** Kenny Schnell

**Submitted By:**

Kenny Schnell, EMS

**Department:** EMS

**Agenda Category:** Consent

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**Agenda Item**

Review and consider approving letter agreement with Specialized Billing & Collection Systems of Texas on termination of further work/services.

**Background**

Please see attached motion and letter as approved by Hank Prejean of proposed termination of further services by SBCST under service agreement.

---

**Attachments**

SBCST term of further services agreement

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 11:36 AM
Form Started By: Kenny Schnell		Started On: 08/25/2011 10:10 AM
	Final Approval Date: 08/25/2011	

DATE: August 30, 2011

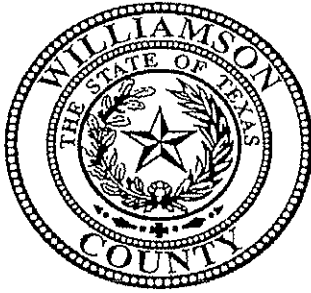
**THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS**

**RE: Approval of Letter Agreement with Specialized Billing & Collection Systems of Texas, Inc. terminating further work/services**

---

**MOTION:**

To approve the attached Letter Agreement terminating further work/services of Specialized Billing & Collection Systems of Texas, Inc., as to all accounts and to authorize the County Judge to execute the Letter Agreement on behalf of Williamson County.



## JANA DUTY

WILLIAMSON COUNTY ATTORNEY  
405 M.L.K. STREET, BOX 7  
GEORGETOWN, TEXAS 78626  
(512) 943-1111 ♦ (512) 943-1120 fax  
<http://www.wilco.org>

Henry "Hank" Prejean, Civil Chief  
Doyle "Dee" Hobbs, Jr., Criminal Chief  
Alice Emerson, Family Justice Chief

Michael Cox  
Kevin Stryker  
Tina Graves  
Brandon Keith Dakroub  
Jackie Borcharding  
Brent Webster  
Jo Poenitzsch  
Heather B. Trice  
Melissa Parker Hervey  
Brian Patrick Klas  
Stephanie Renee Maugham  
David N. Brown  
Trey Curtis Thompson  
Shannon Francis  
Charles Arnone

Friday, June 24, 2011

via C/M/R/R/R

No. 7008 1140 000299169445

Mr. Robert W. Cook  
Attorney at Law  
211 Magic Oaks Drive  
Spring, TX 77388

RE: Service Agreement – between Williamson County Emergency Medical Services (WCEMS) and K & P Associates, Inc. d/b/a Specialized Billing and Collection Systems of Texas (SBCST)

Dear Mr. Cook:

Your response letter of May 20, 2011 has been reviewed with Williamson County Emergency Medical Services ("WCEMS") and this letter is a reply on behalf of WCEMS, as well as an acceptance on behalf of WCEMS to the offer of a proposed termination of further services of K & P Associates Inc., d/b/a Specialized Billing and Collection Systems of Texas ("SBCST") under the Service Agreement.

WCEMS hereby accepts the offer of SBCST to terminate further work/services by SBCST on any remaining WCEMS accounts and to close all files that are being paid on and are pending or open (effective upon execution of this letter agreement in the signature space provided herein below), subject to the following understanding and agreement between SBCST and WCEMS:

Effective upon execution of this letter agreement in the signature space provided herein below, SBCTS and WCEMS agree:

- (1) that any continuing obligations of the Service Agreement (for example, under Sections VI, VIII and IX of the Agreement) and the Business Associate Agreement Under HIPAA (regarding HIPAA compliance) shall remain in effect;
- (2) WCEMS releases SBCST from any further performance obligations under the Service Agreement, with the exception of:

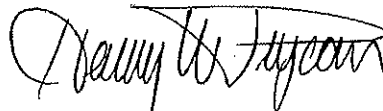
- (a) continuing obligations under the Agreements described in (1) above;
  - (b) WCEMS requests that SBCST submit the necessary paperwork to request Humana Choice (Medicare) recoup payment (\$34.35) that was paid in reference to the mileage charge submitted by SBCST (see records attached as Exhibit A). No mileage occurred as no patient was transported. WCEMS requests a copy of the request SBCST submits to Humana for its records.
  - (c) SBCST will provide a final itemized statement of Accounts showing all pending and open accounts, *or alternatively*, will provide an itemized Statement of Active Accounts that are still actively being paid on or have been paid on within the past 120 days and that are not subject to the Billing Write-Off Policy and/or those accounts which are in litigation pending expected payment following monetary recovery through litigation.
  - (d) All closed accounts will reflect a zero (0) balance including any future requests for billing records.
  - (e) Any further payments received after termination by SBCST on behalf of WCEMS are to be forwarded to WCEMS within 10 business days.
- (3) SBCST releases WCEMS from any obligation of further payment to SBCST.

If the above referenced understanding and agreement is acceptable, please have SBCST/Ms. Laake sign in the space provided below, and upon receipt, I will have WCEMS sign and return a fully executed copy of this letter agreement to you. If you would prefer a more formal, separate document containing this agreement, please let me know.

Also, enclosed pursuant to your request, is a copy of the 2011 SBCST Audit Report.

Thank you for your attention to this matter, and if you have any further questions or discussion is needed, please do not hesitate to contact me at 512-943-1113.

Sincerely,



HENRY W. PREJEAN

**See next page for signature spaces for acknowledgement of Agreement**

**AGREED:**

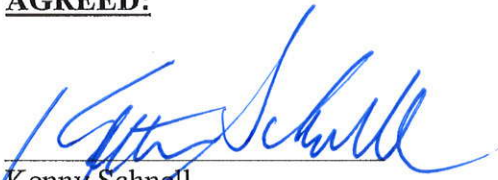


Karen Laake

K & P Associates, Inc. d/b/a Specialized Billing and Collections Systems of Texas

Date signed: 7-15-11

**AGREED:**



Kenny Schnell

Williamson County Emergency Medical Services

Date signed: 08/25/2011

\_\_\_\_\_  
Dan A. Gattis

County Judge of Williamson County

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

xc: John Sneed  
Kenny Schnell

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/30/2011

Jail Food Service

**Submitted For:** Bob Space**Submitted By:**

Bob Space, Purchasing

**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider authorizing a change to the awarded per meal price of food service at the Jail that includes the removal of milk from the menu at a reduction in price of \$0.035 per meal.

**Background**

Please contact Bob Space at 943-1555 with questions.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 01:48 PM
Form Started By: Bob Space		Started On: 08/25/2011 11:22 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****43.****Meeting Date:** 08/30/2011

Parks Department Budget Amendment 08-30-2011

**Submitted For:** Benita Bonner, Parks**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 revenues for increased softball fees received by the Parks Department:

**Background**

Increased revenues are due to increased softball league activity this season and are partially offset with increased costs.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.347003	Softball Fees	\$10,129.96	01

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**Form Review****Inbox**  
County Judge Exec Asst.**Reviewed By**  
Wendy Coco**Date**  
08/24/2011 04:12 PM  
Started On: 08/24/2011 08:52 AM

Form Started By: Lisa Moore

Final Approval Date: 08/24/2011



**Commissioners Court - Regular Session****44.****Meeting Date:** 08/30/2011

Parks Department Budget Amendment 08-30-2011

**Submitted For:** Benita Bonner, Parks**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 expenditures for maintenance items and softball expenses associated with increased activity and subsequent increased collection of fees:

**Background**

Increased expenses are due to increased softball league participation this season which has increased annual expenses for maintenance and umpires. These costs are completely offset by increased revenues.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003318	Janitorial Supplies	\$2,138.64	01
	0100.0510.004542	Ground Maintenance	\$264.00	02
	0100.0510.004510	Facility Main & Repair	\$3,300.00	03
	0100.0510.003301	Gasoline	\$197.96	04
	0100.0510.003305	Clothing	\$184.36	05
	0100.0510.004100	Professional Services	\$4,045.00	06

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**Form Review****Inbox**  
County Judge Exec Asst.**Reviewed By**  
Wendy Coco**Date**  
08/24/2011 04:12 PM  
Started On: 08/24/2011 08:58 AM

Form Started By: Lisa Moore

Final Approval Date: 08/24/2011

**Commissioners Court - Regular Session****45.****Meeting Date:** 08/30/2011

Extra and Voluntary Duty Pay BA 08-30-2011

**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 revenues for August 2011 Extra Duty and Voluntary Duty:

**Background**

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$10,332.63	01
	0100.0000.341240	Ex Duty Revenue, SO	\$28,239.24	02
	0100.0000.341221	Revenue, Const 1	\$3,296.84	03
	0100.0000.341222	Revenue, Const 2	\$3,025.82	04
	0100.0000.341224	Revenue, Const 4	\$27,230.48	05

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/24/2011 04:12 PM
Form Started By: Lisa Moore		Started On: 08/24/2011 09:07 AM
	Final Approval Date: 08/24/2011	

**Commissioners Court - Regular Session****46.****Meeting Date:** 08/30/2011

Extra and Voluntary Duty Pay BA 08-30-2011

**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 August 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	\$1,440.00	01
	0100.0551.001118	Payroll, Const 1	\$1,350.00	02
	0100.0551.002010	FICA, Const 1	\$213.44	03
	0100.0551.002020	Retirement, Const 1	\$153.90	04
	0100.0551.002050	Worker's Comp, Const 1	\$139.50	05
	0100.0552.001117	Payroll, Const 2	\$1,300.00	06
	0100.0552.001118	Payroll, Const 2	\$1,258.66	07
	0100.0552.002010	FICA, Const 2	\$195.74	08
	0100.0552.002020	Retirement, Const 2	\$143.49	09
	0100.0552.002050	Worker's Comp, Const 2	\$127.93	10
	0100.0554.001117	Payroll, Const 4	\$24,172.64	11
	0100.0554.002010	FICA, Const 4	\$1,849.21	12
	0100.0554.002050	Worker's Comp, Const 4	\$1,208.63	13
	0100.0560.001117	Vol Duty, SO	\$7,574.38	14
	0100.0560.001118	Extra Duty, SO	\$22,764.40	15
	0100.0560.002010	FICA, SO	\$2,320.92	16
	0100.0560.002020	Retirement, SO	\$2,595.14	17
	0100.0560.002050	Worker's Comp, SO	\$1,516.94	18
	0100.0570.001117	Payroll, Jail	\$1,597.95	19
	0100.0570.002010	FICA, Jail	\$122.24	20
	0100.0570.002050	Worker's Comp, Jail	\$79.90	21

**Form Review**

**Inbox**  
County Judge Exec Asst.

**Reviewed By**  
Wendy Coco

**Date**  
08/24/2011 04:12 PM  
Started On: 08/24/2011 09:12 AM

Form Started By: Lisa Moore

Final Approval Date: 08/24/2011



**Commissioners Court - Regular Session****47.****Meeting Date:** 08/30/2011

EMS Donation

**Submitted For:** Kenny Schnell**Submitted By:**

Kenny Schnell, EMS

**Department:** EMS**Agenda Category:** Consent

---

**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

**Background**

Donations made in lieu of flowers on behalf of paramedic Zack Jemison former WCEMS employee.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367401	EMS Donations	2115.00	

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 11:36 AM
Form Started By: Kenny Schnell		Started On: 08/25/2011 09:50 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****48.****Meeting Date:** 08/30/2011

EMS Donation

**Submitted For:** Kenny Schnell**Submitted By:**

Kenny Schnell, EMS

**Department:** EMS**Agenda Category:** Consent

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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 for EMS donation.

**Background**

Donations made in lieu of flowers on behalf of paramedic Zack Jemison former WCEMS employee.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0540.003670	Use of Donations	2115.00	

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 11:36 AM
Form Started By: Kenny Schnell		Started On: 08/25/2011 09:57 AM
	Final Approval Date: 08/25/2011	

**Commissioners Court - Regular Session****49.****Meeting Date:** 08/30/2011

EMPG Grant Revenue

**Submitted For:** Jarred Thomas**Submitted By:** Jarred Thomas, Emergency  
Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Management.

**Background**

To acknowledge and recognize the revenue received for the EMPG Grant.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370507	EMPG Grant Revenues	15141.01	

---

**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Jarred Thomas

**Reviewed By**  
Wendy Coco

Final Approval Date: 08/25/2011

**Date**  
08/25/2011 11:40 AM  
Started On: 08/25/2011 10:57 AM

**Commissioners Court - Regular Session****50.****Meeting Date:** 08/30/2011

EMPG Grant Revenue

**Submitted For:** Jarred Thomas**Submitted By:** Jarred Thomas, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

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**Agenda Item**

Consider an order declaring an emergency and grave necessity due to unforeseen circumstances and approve a budget amendment for Emergency Management.

**Background**

To acknowledge and approve use of the EMPG Grant Funds.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0541.003100	Office Supplies	1000.00		
	0100.0541.003005	Office Furniture	3148.35		
	0100.0541.003002	Vehicle Equipment	3792.66		
	0100.0541.003010	Computer Equipment	5600.00		
	0100.0541.003011	Computer Software	1200.00		
	0100.0541.004510	Building Maintenance	400.00		

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 11:40 AM
Form Started By: Jarred Thomas		Started On: 08/25/2011 11:03 AM
	Final Approval Date: 08/25/2011	



**Commissioners Court - Regular Session****51.****Meeting Date:** 08/30/2011

Executive Session

**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 FM 1460.
- p) Discuss proposed Drainage Easement on Sam Bass Road.
- q) Discuss proposed acquisition of drainage easements along CR 138.
- r) Discuss proposed acquisition of property for right-of-way along CR 170.

**Background**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	08/25/2011 09:43 AM
Form Started By: Charlie Crossfield		Started On: 08/25/2011 08:37 AM
	Final Approval Date: 08/25/2011	